

भारत का राजपत्र

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सं. 16]

No. 16] NEW DELHI, SATURDAY, APRIL 17, 1993/CHAITRA 27, 1915

इस भाग में भिन्न पृष्ठ संख्या वी आती है जिससे कि यह अलग संकलन के लिए इस भाग का लाभ लाया जा सके।

Separate Paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—बाण 3—उप-बाण (II)
PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सार्विक आदेश और अधिसूचनाएं
Statutory Orders and notifications issued by the Ministries of the Government of India (other than
Ministry of the Defence)

गृह मंत्रालय
(प्रांतिक सुरक्षा विभाग)
मुख्यमंत्री प्रभाग (बंदोवस्तु)
नई दिल्ली, 9 मार्च, 1993

का.आ. 735.—विस्थापित व्यक्ति (प्रतिकर एवं पुनर्बसि) अधिनियम, 1954 (1954 का 44) की धारा 3 की उपधारा (1) द्वारा गृह मंत्रालय, प्रवक्त शाक्तयों के प्रयोग करते हुए केवल सरकार एवं द्वारा गृह मंत्रालय, प्रांतिक सुरक्षा विभाग में पुनर्बसि प्रयोग की बंदोवस्तु विभा में बंदोवस्तु अधिकारी और स.पी. कल्याल को उक्त अधिनियम के द्वारा प्रदत्त उसके अधीन प्रबंध अधिकारी को सौंपे गए कामों का नियोजन करने के उद्देश्य से तत्काल प्रमाण से प्रबंध अधिकारी नियुक्त करते हैं।

[संख्या 1(2)/93-बंदोवस्तु]
पी. टी. चकोचन, अवर सचिव

MINISTRY OF HOME AFFAIRS
(Department of Internal Security)
Rehabilitation Division(Settlement)
New Delhi, the 9th March, 1993

ment Officer in the Settlement Wing of the Rehabilitation Division in the Ministry of Home Affairs, Department of Internal Security as Managing Officer for the purpose of performing the functions assigned to a Managing Officer by or under the said Act, with immediate effect.

[No. 1(2)/93-Settlement]

P. T. CHACKOCHAN, Under Secy.

कार्यिक, लोक शिकायत और पेंशन मंत्रालय

(कार्यिक और प्रशिक्षण विभाग)

आदेश

नई दिल्ली, 29 मार्च, 1993

का.आ. 736.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित, धारा 5 की उपधारा (1) द्वारा प्रवक्त शाक्तयों का प्रयोग करते हुए, गृह (पुलिस) विभाग, पटना, अधिसूचना सं. 3/सी 4-1025/91 दिनांक 15-1-1991 द्वारा प्राप्त विहार राज्य सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार गोमिया (जिला गिरिही, विहार) थाना मामला सं. 1990 का 36 दिनांक 2-8-1990 (श्रीमती रमेश्वरनिला पत्नी श्री एम. एम. जकीहसन महाप्रबंधक, कार्यिक, आई. सी. आई. दिल्ली लिमिटेड गोमिया की हत्या) के संबंध में भारतीय दंड संहिता, 1860 (1860 का 45) की धारा 302 के अधीन दंडनीय अपराधों के संबंध में या उक्त अपराधों

(1121)

से संग्रहित प्रयोगों कृष्णराजों और धर्मपत्रों के बीच उन्हीं तथ्यों से उत्पन्न हुए ने वाले वैसे संवेदनशील के मन्त्रमाम में किए गए किसी भ्रष्ट अपराधी या अपराधियों के मन्त्रवेषण के लिए संपूर्ण विहार राज्य पर करती है।

[संख्या 228/64/92-ए.वी.-II]

ए. सी. शर्मा, प्रबन्ध सचिव

MINISTRY OF PERSONNEL, P.G. AND PENSIONS
(Department of Personnel & Training)

ORDER

New Delhi, the 29th March, 1993

S.O. 736.—In exercise of the powers conferred by sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the Government of Bihar accorded vide Home (Police) Department, Patna, notification No. 3/C4-1025/91 dated 15-1-1991, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Bihar for the investigation of offences punishable under section 302 of the Indian Penal Code, 1860 (45 of 1860) and attempts, abettments and conspiracies in relation to or in connection with the said offences and any other offence or offences committed in the course of the same transaction arising out of the same facts in regard to Gomia (Distt. Giridih, Bihar) P.S. Case No. 36 of 1990 dated 2-8-1990 (murder of Mrs. Rafiun Nisa wife of Mr. S. M. Zaki Hasan, General Manager, Personnel, ICI India Limited, Gomia).

[No. 228/64/92-AVD-II]

A. C. SHARMA, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

प्रादेश

नई दिल्ली, 9 मार्च, 1993

स्टाम्प

का.आ. 737—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की आरा 9 भी उप-प्राप्ति (1) के छंड (क) द्वारा प्रबन्ध शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं दशारा उंस शुल्क को माप करती है जो कि पावरपिण्ड कार्पोरेशन और ईडिया लिमिटेड द्वारा जारी किए जाने वाले मात्र दो सौ करोड़ रु. के समग्र मूल्य के प्रोमिसरी नोटों को शुल्क के निम्नलिखित बंधपत्रों पर अधिनियम के तहत प्रभार्य है, अर्थात्:—

1. 9 प्रतिशत कर मुक्त पावर प्रिण्ट बंधपत्र-1-ए.00000001 से ए 1000000 संख्या वाला निर्गम;

2. 17 प्रति करमधेय पावर प्रिण्ट बंधपत्र-1-ए.1000001 से 0 संख्या वाला निर्गम;

शेष करमधेय पावर प्रिण्ट बंधपत्र-1-ए.1800001 से संख्या वाला निर्गम।

[का सं० 8/93-स्टाम्प-का.सं. 33/25/92-वि.क.]

शाकुर दस्त, उप सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 9th March, 1993

STAMPS

S.O. 737.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the following bonds, in the nature of pro-missory notes, of the aggregate value of rupees two hundred crores only to be issued by the Power Grid Corporation of India Limited are chargeable under the said Act, namely:—

1. 9% tax free Powergrid bonds—I-Issue bearing Nos. A0000001 to A1000000;
2. 17% taxable Powergrid bonds—I-Issue bearing Nos. A1000001 to A1800000;
3. 16.75% taxable Powergrid bonds—I-Issue bearing Nos. A1800001 to A2000000.

[F. No. 8/93-Stamp-F. No. 33/25/92-ST]
THAKUR DATT, Dy. Secy.

नई दिल्ली, 17 मार्च, 1993

(आधिकार)

का.आ. 738.—भारतीय अधिनियम, 1961 (1961 का 43) की आरा 80-जी की उपाधा (2) के छंड (जी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एवं दशारा “श्री तुलसी टेम्पल, पुणे” को समुद्र महाराष्ट्र राज्य में एक ध्याति प्राप्त सार्वजनिक पूजा स्थल के रूप में उक्त धारा के प्रयोगनाथ घोषित करती है।

[अधिसूचना संख्या-9248] (का. सं. 176/17/92-आ.कर (नि.-I)]
शरत चन्द्र, अवर सचिव

New Delhi, the 17th March, 1993

(INCOME-TAX)

S.O. 738.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the “Shree Tulsibag Temple, Pune” to be a place of public worship of renown throughout the State of Maharashtra for the purpose of the said section.

[Notification No. 9248/F. No. 176/17/92-ITA-II]
SHARAT CHANDRA, Under Secy.

नागरिक पूजा, पश्चोक्ता मामले और सार्वजनिक वितरण मंत्रालय

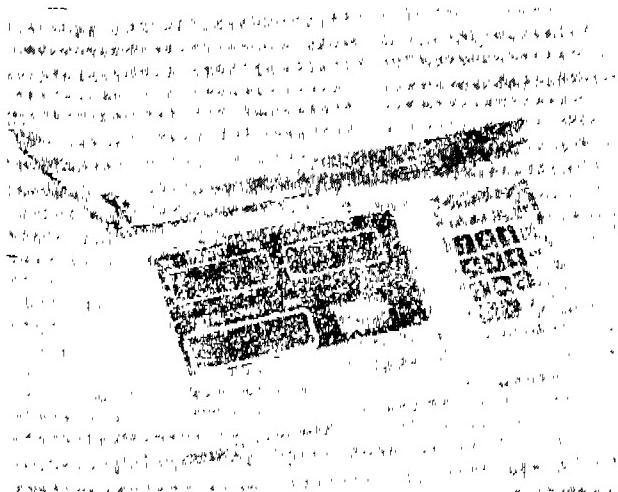
नई दिल्ली, 30 मार्च, 1993

का.आ. 739.—केन्द्रीय सरकार का विभिन्न प्राधिकारी (प्रधारा निवेशक) द्वारा उसको प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में विभिन्न प्राक्षिप्तान बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (प्रतिमान का मनुमेत्रन) नियम, 1987 के उपबंधों के अनुरूप हैं और यह संभावना है कि उक्त मानक प्रवित्रत उपयोग की लंबी काला-वधि में ठीक बना रहेगा और विभिन्न दशाओं में सही भेवा देगा।

अतः, प्रधा, केन्द्रीय सरकार उक्त अधिनियम की आरा 36 की उपधारा (8) द्वारा प्रबन्ध शक्तियों का प्रयोग करते हुए, दाइपंस. ई-10 के, के स्वयं सूची, अस्वचालित तालि तंत्र के प्रतिमान जिसका वांछा नाम “एसेन”

है (जिसे इसमें इसके परवाह प्रतिमान कहा गया है) जो मैसर्सं स्टाइल नेटिक्स डेकनोलोजिकल प्रोफेस्ट्स एस-II, नई शिल्पी-110020 द्वारा विनियमित है और जिसे अनुमोदन चिह्न आई एन ई-01/92/03 समग्र देखित किया गया है, के अनुमोदन का प्रमाण पत्र प्रकाशित करती है।

प्रतिमान (आकृति-1 देखिए) मध्यम यथार्थता वर्ग-3) वाला तौल यंत्र है जिसकी अधिकतम क्षमता 10 किलोग्राम और अनुनातम क्षमता 40 ग्राम है। सत्यापन अंतराल (इ) 2 ग्राम है। इसमें, 100 प्रतिशत व्यवकलनात्मक भारित आधिक भार प्रभाव सहित आधिक भार युक्त है। भारात और भारप्राही जंगलों के बने हुए हैं। ऊरी कठ प्लास्टिक का है। भारप्राही की विमा 275 मिलीमीटर \times 225 मिलीमीटर है। 12 मिली-मीटर संप्रतीक आकार का सात खंडीय तिरांति प्रतिदीप्तियोल प्रदर्शन तौल परिणाम को दर्शित करता है। यह तब 220 वोल्ट 50 हर्ट्ज प्रत्यावर्ती भारा विद्युत प्रवाय पर कार्य करता है।



(आकृति 1)

इस प्रतिमान के अनुमोदन के अन्तर्गत टाइप सं. ई सी-1000, ई सी-2500, ई सी-5000 और ई सी-25 के, जिनकी अधिकतम क्षमता 1, 2.5, 5 और 25 किलोग्राम है, के समान मैक यथार्थता और निष्पाद वाले तौल यंत्र भी होंगे इसके प्रतिरिक्षण बिना गणनात्मक सुविधा वाले टाइप सं. ई. डब्ल्यू-1000, ई डब्ल्यू-2000, ई डब्ल्यू-5000, ई डब्ल्यू-10 के, और ई डब्ल्यू-20 के, जिनकी अधिकतम क्षमता क्षमता: 1, 2, 5, 10 और 20 किलोग्राम है, तौल यंत्र भी इस प्रतिमान के अनुमोदन के अन्तर्गत आएंगे।

इस प्रतिमान का यथार्थता परीक्षण, कालाक्रित परीक्षण, उल्केन्द्रता परीक्षण, पुनरावर्तनीयता परीक्षण, विविक्तीकरण परीक्षण, सहृद परीक्षण, बोल्टता और आकृति परिवर्तन परीक्षण, विषुव विक्रोम परीक्षण और स्वैतिक साप परीक्षण किया गया था और उसका निष्पादन समाधानप्रद पाया गया था। इस यंत्र को ऐसी रीति से मुद्राबंद किया जाएगा, जिससे कि उनके भागों तक, जिनसे माप-विद्युत संवर्धी विशेषताओं पर प्रभाव पहुँच हो पहुँच, मुद्रा पर लगाए गए सत्यापन चिह्नों को नुकसान पहुँचाएं बिना, सम्भव नहीं होगी।

प्रतिमान के अनुमोदन का यह प्रमाण पत्र बाट और माप मानक (प्रतिमान अनुमोदन) नियम, 1987 के नियम 14 और नियम 15 में अधि-

कथित शर्तों के पध्दीन रखे हुए है। आगे यह प्रमाण-पत्र माप-विद्युत संवर्धी विशेषताओं के बाबत किसी संव्यवहार में उपयोग के लिए उपस्कर को उपयुक्तता से संबंधित है। यह किसी संव्यवहार में उपयोग के लिए या अन्यथा उपस्कर की सुरक्षा के प्रति किसी गारंटी को प्रभागित नहीं करता है या यह इससे विवरित नहीं होती है।

[सं. डब्ल्यू. एम-21(1)/91]
सती नायर, संकृत संविव

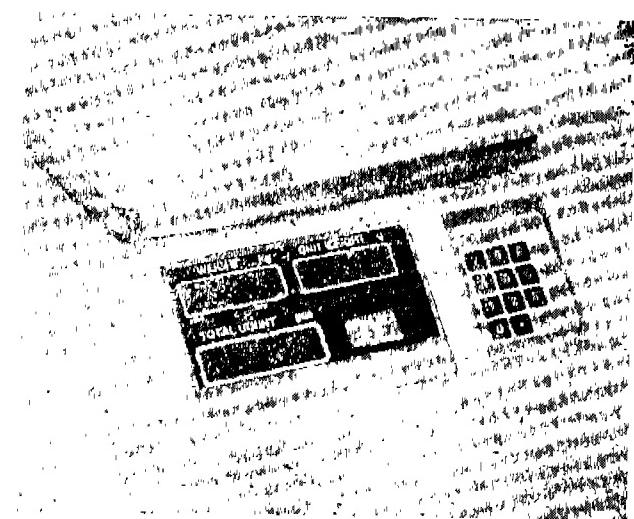
MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS AND PUBLIC DISTRIBUTION

New Delhi, the 30th March, 1993

S.O. 739.—Whereas the Central Government after considering the report submitted to it by the prescribed authority (i.e., the Director) is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Model) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions :

Now, therefore, in exercise of the powers conferred by sub-section (8) of section 36 of the said Act, the Central Government hereby publishes, the approval of the model of the self-indicating non-automatic weighing instrument of type No. EC-10K and with the brand name 'ASPEN' (hereinafter referred to as the model) manufactured by M/s. Synthetics Technological Products, S-68, Functional Industrial Estate for Electronics, Okhla Industrial Area, Phase II, New Delhi-110020 and assigned the approval mark—IND/01/92/03.

The model (see figure 1) is a medium accuracy (Accuracy class III) weighing instrument with a maximum capacity of 10 kilogram and a minimum capacity of 40 gram. The verification interval (e) is 2 gram. It has tare device with a 100 per cent subtractive retained tare effect. The base and the load receptor are made up of stainless steel. The upper housing is of plastic. The load receptor is of dimension 275 millimeter \times 225 millimeter. The seven segment vacuum fluorescent display of character size 12 millimeter indicate the weighing result. The instrument operates on 220 volt, 50 hertz alternative current power supply.



(Figure 1)

This model approval will also cover the weighing instruments of similar make, accuracy and performance of type No. EC-1000, EC-2500, EC-5000 and EC-25K with a maximum capacity of 1, 2.5, 5 and 25 kilogram respectively. Further, the weighing instrument without counting facility of type No. EW-1000, EW-2000, EW-5000, EW-10K and EW-20K with a maximum capacity of 1, 2, 5, 10 and 20 kilogram will also be covered under this model approval.

The model was put to accuracy test, time dependent tests, eccentricity test, repeatability test, discrimination test, endurance test, voltage and frequency variation test, electrical disturbance tests and static temperature test and its performance was found to be satisfactory. The instrument shall be sealed in such a manner so that no access to parts which affect the metrological characteristics shall be possible without damage to verification marks put on the seal.

This certificate of approval of model, is subject to the conditions laid down in rules 14 and 15 of the Standards of Weights and Measures (Approval of Models) Rules, 1987. Further this certificate relates to the suitability of the equipment for use in any transaction in respect of the metrological characteristics. It does not certify or imply any guarantee as to the safety of the equipment for use in any transaction or otherwise.

[F. No. WM-21(1)/91]

SATHI NAIR, Jr. Secy.

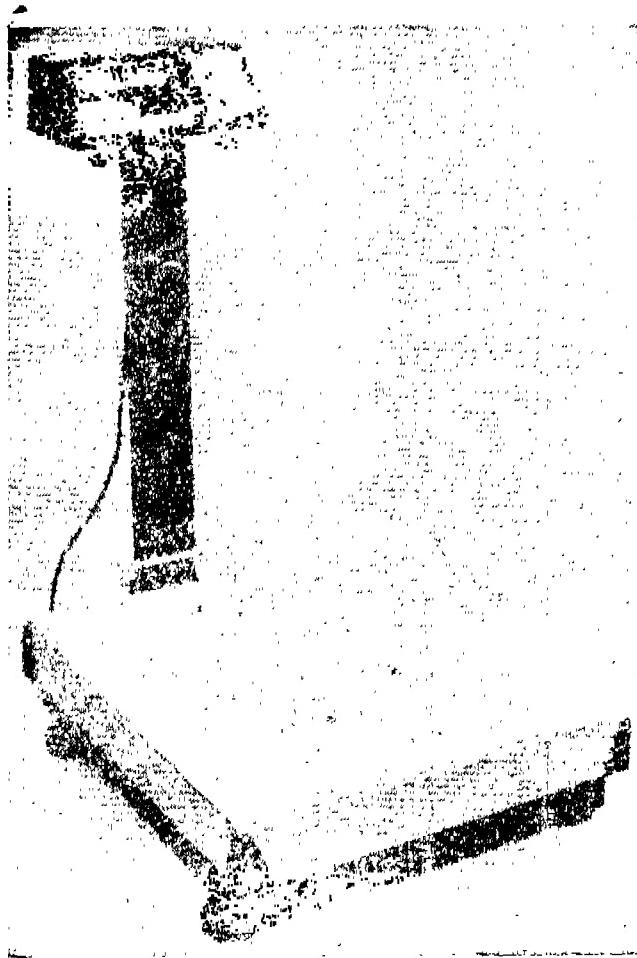
नई विल्सी, 30 मार्च, 1993

का.पा. 740.—केन्द्रीय सरकार का, विहित प्राधिकारी (मात्रात् नियन्त्रक) द्वारा उसको प्रस्तुत की गई रिपोर्ट पर विचार करते हुए दाइप सं. ए पी सी-50 के स्थान सूची, अस्वाकालित तोल यंत्र के प्रतिमान जिसका डॉक नाम "एडलास्ट" है (जिसे इसमें इसके पश्चात् प्रतिमान कहा गया है) जो मैटर एडलास्ट सील इंडस्ट्रीज, ३-ए, प्रभिका इंडस्ट्रियल एहेट, भुजराम पुरा शहराने के पास राजियल, घरमदाबाद-३८००२३ द्वारा विनियमित है और जिसे प्रनुमोदन चिन्ह भाई एम. बी-०९/९२/०४ सम्पूर्णीयत किया गया है, के अनुमोदन का प्रमाणपत्र प्रकाशित करती है।

पार: ग्रब केन्द्रीय सरकार उसके प्रधिनियम को भारा ३६ भी उपधारा (७) और उपधारा (८) द्वारा प्रदत्त शास्त्रियों का प्रयोग करते हुए दाइप सं. ए पी सी-50 के स्थान सूची, अस्वाकालित तोल यंत्र के प्रतिमान जिसका डॉक नाम "एडलास्ट" है (जिसे इसमें इसके पश्चात् प्रतिमान कहा गया है) जो मैटर एडलास्ट सील इंडस्ट्रीज, ३-ए, प्रभिका इंडस्ट्रियल एहेट, भुजराम पुरा शहराने के पास राजियल, घरमदाबाद-३८००२३ द्वारा विनियमित है और जिसे प्रनुमोदन चिन्ह भाई एम. बी-०९/९२/०४ सम्पूर्णीयत किया गया है, के अनुमोदन का प्रमाणपत्र प्रकाशित करती है।

प्रतिभान (अंक १ देखिए) मध्यम यथायंता (यथायंता बां ३) बाला तोल यह है, जिसकी अधिकतम भ्रमता ५० किलोग्राम और न्यूनतम भ्रमता २०० ग्राम की है। सर्वापन अंतराल (क) १० ग्राम है। इसमें आधिक भ.र. युक्ति १०० प्रतिशत अवयकलनात्मक भ.र. आधिक भ.र. के प्रभाव महित है। आधार और ऐलेटकार्म स्टोल के बते हुए हैं। ऐलेटकार्म का आकार ५२० मिलीमीटर \times ५२०मिली मीटर है। १२ मिलीमीटर संप्रतीक आकार का नियंत्रि प्रतिदृष्टिशील प्रदर्शी तोल हैं परिणाम को दर्शित करता है। यह यंत्र २२० बोल्ट, ५० हर्ट्ज वै कल्पिक धारा विषुत प्रवाय पर कार्य करता है।

इस प्रतिमान के अनुमोदन के अंतर्गत दाइप सं. ए पी सी-50 के, ए पी सी-१५ के, ए पी सी-१०० के, ए पी सी-१२० के, ए पी सी-२०० के, ए पी सी-३०० के और एन पी सी-५०० के दाइप के तात्पर यंत्र भी मार्दांगे। इसके आले दाइप सं. ए पी एस-२५ के, ए पी एस-५० के, ए पी एस-७५ के, ए पी एस-१०० के, ए पी एस-२०० के, ए पी एस-३०० के और ए पी एस-५०० के आले गणना सुविधा के बिना तोल यंत्र पी इस प्रतिमान के अनुमोदन के अंतर्गत मार्दांगे।



इस प्रतिमान का यथायंता परीक्षण, कालाभित परीक्षण, उत्क्रमता परीक्षण, पुनरावर्तनप्रता परीक्षण, विविक्तोकरण परीक्षण, बोल्टता और शारूति परिवर्तन परीक्षण, विशुद्धिमम परीक्षण और स्वैतिक ताप परीक्षण किया गया था और उनमा विषादित सनाधानवद पाया गया था। इस यंत्र को ऐसी रूप से मूदावंद किया जाएगा जिसने कि उन भाँति तक, जिनसे मात्र विज्ञान संबंधी विषेषज्ञों पर प्रभाव पड़ता है, पूर्ण मुद्रा पर लगाए गए सरकारी चिह्नों को नुकान पड़ता है जिन संभव नहीं होती।

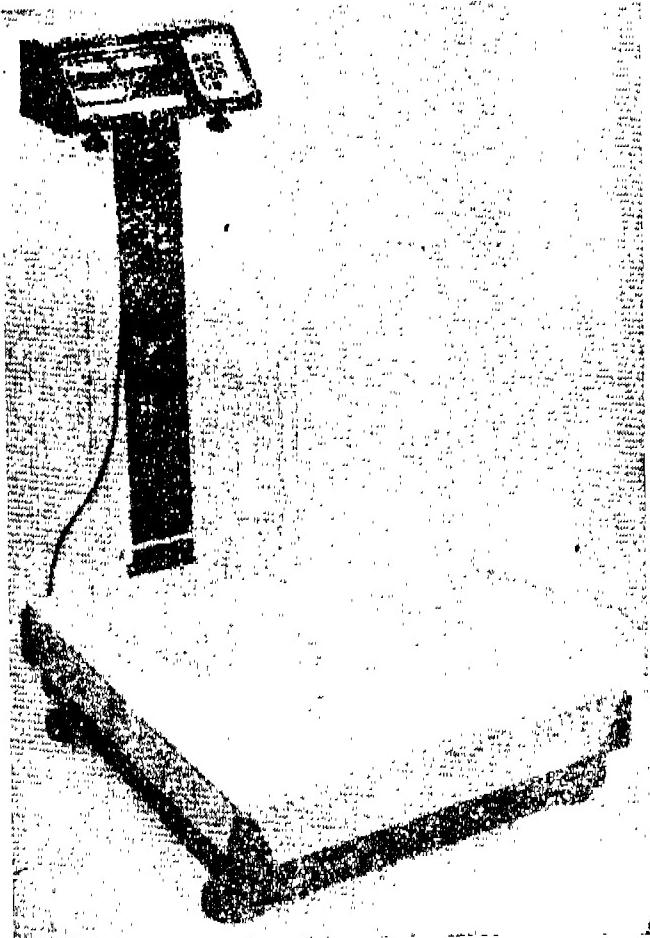
प्रतिमान के अनुमोदन पा यह प्रमाणपत्र बाट और माप मात्रक (प्रतिमान अनुमोदन) नियम, १९८७ के फिल १४ और नियम १५ में आधिकारित योगी के अधीन होते हुए है। अगे यह प्रमाणपत्र माप विज्ञान संबंधी विषेषज्ञों को बाबत किसी संघवहार में उपयोग के लिए उपलब्ध को उपयोग से संबंधित। यह किसी संघवहार में उपयोग के लिए मा जायदा उपलब्ध का युक्ता के प्रति गारंटी की प्रमाणित नहीं करता है। या वह इससे विवक्षित नहीं होता है।

[सं. डब्ल्यू एस-२१(८)/९१
मा. नाम, संयुक्त सौख्य

New Delhi, the 30th March, 1993

S.O. 740.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby publish the certificate of approval of the model of the self-indicating, non-automatic weighing instrument of type No. APC-50K and with the brand name "AVELAST" (hereinafter referred to as the model) manufactured by M/s. Avelast scale Industries, 9-A, Ambica Industrial Estate, Near Sukhrampura Post Office, Rakhial, Ahmedabad-380023 and assigned the approval mark—IND/09/92/04.



The model (see figure 1) is a medium accuracy (Accuracy class III) weighing instrument with a maximum capacity of 50 kilogram and a minimum capacity of 200 gram. The verification interval (e) is 10 gram. It has a tare device with a 100 per cent subtractive retained tare effect. The base and the platform are made up of steel. The platform is of size 520 millimeter \times 520 millimeter. The vacuum fluorescent display of character size 12 millimeter indicate the weighing result. The instrument operates on 220 volt, 50 hertz alternative current power supply.

This model approval will also cover the weighing instrument of type No. APC-25K, APC-35K, APC-100K, APC-120K, APC-200K, APC-300K and APC-500K. Further the weighing instrument without counting facility of type No. APS-25K, APS-50K, APS-75K, APS-100K, APS-200K, APS-30K and APS-500K will also be covered under the model approval.

The model was put to accuracy test, time dependent tests, eccentricity test, repeatability test, discrimination test, voltage and frequency variation test, electrical disturbance tests and static temperature test and its performance was found to be satisfactory. The instrument shall be sealed in such a manner so that no access to parts which affect the metrological characteristics shall be possible without damage to verification marks put on the seal.

This certificate of approval of model is subject to the conditions laid down in rules 14 and 15 of the Standards of Weights and Measures (Approval of Models) Rules, 1987. Further this certificate relates to the suitability of the equipment for use in any transaction in respect of the metrological characteristics. It does not certify or imply any guarantee as to the safety of the equipment for use in any transaction or otherwise.

[No. WM-21(8)/91]
SATHI NAIR, Jt. Secy.

कोयला भेदालय

नई दिल्ली, 15 मार्च, 1993

का.आ. 741.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली 1976 के नियम 10 के उपनियम (4) के अनुसरण में कोयला भेदालय के प्रशासनिक नियमणिकालीन महानदी, कोलफील्ड्स लि. के संबलपुर ट्रिप्ट मुख्यालय को, जिसके 80% कर्मचारीबृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, प्रधिसूचित करती है।

[का.सं. ई-11016/2/93-हिंदी]
कमत कांत मिश्र, संयुक्त सचिव

MINISTRY OF COAL

New Delhi, the 15th March, 1993

S.O. 741.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official purposes of the Union), Rules, 1976, the Central Government hereby notifies the Mahanandi Coalfields Limited, Sambalpur, Headquarters, under the Administrative control of the Ministry of Coal, the 80% staff whereof have acquired working knowledge of Hindi.

[No. E-11016/2/93-HINDI]
K. K. MISHRA, Jt. Secy.

सूखना और प्रसारण भेदालय

नई दिल्ली, 24 मार्च, 1993

का.आ. 742.—केन्द्रीय सरकार, राजभाषा (संघ) के शासकीय प्रयोजनों के लिए प्रयोग नियम 10 के उप नियम (4) के अनुसरण में सूखना और प्रसारण भेदालय के नियमित्यित कार्यालय को जिसके 80% से अधिक कर्मचारीबृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, प्रधिसूचित करती है:—

भारतीय जन संनार संस्थान,
शहीद जीत सिंह मार्ग,
जे. एल. यू. न्यू कैम्पस,
नई दिल्ली-110067.

[संख्या ई-11011/17/89-हिंदी]
प्रे. ह. गोराबारा, निवेशक (राजभाषा)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 24th March, 1993

S.O. 742.—In pursuance of Sub-rule (1) of Rule 10 of the Official Languages (use for official purposes of the Union), Rules, 1976, the Central Government hereby notify the following office of the Ministry of Information and Broadcasting, the Staff whereof more than 20 per cent have acquired the working knowledge of Hindi:—

Indian Institute of Mass Communication,
Shaheed Jit Singh Marg,
JNU New Campus,
New Delhi-110067.

[No. E-11011/17/89-Hindi]

P. K. GORAWARA, Director (O.L.)

श्रम संदर्भालय

नई दिल्ली 22 मार्च, 1993

का.आ. 743.—ओपोरेशिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबन्धसंघ के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निविष्ट ओपोरेशिक विवाद में केन्द्रीय सरकार ओपोरेशिक अधिकारण व अम न्यायालय चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-93 को प्राप्त हुआ था।

[संख्या एल-12012/23/91-प्राइवे आर(बी-III)]

एस. के. जैन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 22nd March, 1993

S.O. 743.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Cum Labour Court, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Patiala and their workmen, which was received by the Central Government on the 19-3-93.

[No. L-12011/23/91 IR(B.III)]

S. K. JAIN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. ID 106/91

Workman Vs. State Bank of Patiala.

For the workman.—Shri B. L. Sharma.

For the management.—Shri N. K. Zakhmi.

AWARD

Central Govt. vide gazette notification No. L-12011/23/91-IR. (B.III) dated 14-8-91 issued U/S 10(1)(d) of the I. D. Act 1947 referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of the State Bank of Patiala in not formally notifying to their employees existing vacancies of head cashier category ‘E’ caused either by promotion of the incumbents to next higher post or their retirement, is justified? If not, to what relief the workmen are entitled to?

2. Shri B. L. Sharma appearing on behalf of the workman has made statement that the workman does not want to pursue with the present reference and no dispute award may be

returned to the Ministry. In view of the statement of Shri B. L. Sharma representative of the workman no dispute Award is returned to the Ministry.

Chandigarh.

24-2-1993.

ARVIND KUMAR, Presiding Officer

नई दिल्ली 22 मार्च, 1993

का.आ. 744:—ओपोरेशिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार साझे मालाबार ग्रामीण बैंक के प्रबन्धसंघ के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निविष्ट ओपोरेशिक विवाद में अम न्यायालय कोजीकोड़ के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-93 को प्राप्त हुआ था।

[संख्या एल-12012/333/91-प्राइवे आर(बी-III)]

एस. के. जैन, डेस्क अधिकारी

New Delhi, the 22nd March, 1993

S.O. 744.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Labour Court, Kozhikode as shown in the Annexure, in the industrial dispute between the employers in relation to the management of South Malabar Gramin Bank and their workmen, which was received by the Central Government on 19-3-93.

[No. L-12012/333/91 IR(B.III)]

S. K. JAIN, Desk Officer

ANNEXURE

IN THE LABOUR COURT, KOZHIKODE, KERALA STATE

Dated this the 18th day of February, 1993

Present :

Shri K. G. Gopalakrishnan, B.A., B.L., Presiding Officer,

I.D. (C) NO. 1/92

BETWEEN

The Chairman, South Malabar Gramin Bank, H.O.
Malappuram-676505.

AND

Smt. Alavantakalyil Ely, Padichira P.O. Pulpally,
Yynad-673 579. .. Worker

Representations :

Sri P. Damodaran, Advocate, Calicut.—For Worker.

Sri K. V. Sachidanandan, Advocate, Calicut.—For Management.

AWARD

By the Order No. L-12012/333/91-IR.B.III the dispute between the aforesaid parties in connection with the justifiability of denial of employment to the aforesaid worker was referred to this court for adjudication by the Central Government under Section 10 of the Industrial Disputes Act.

2. After the receipt of the reference order in this court both sides entered appearance through counsels and filed claim statements setting forth their stand in the dispute. The brief averments in the statement filed by the worker are as follows :—

The worker was appointed as a Part-time Sweeper in the Padichira Branch of the management bank with effect from 1-1-1989 and since then she was employed as such in that branch. While so without

assigning any reason she was denied employment by the management with effect from 1-12-1990. This action of the management is illegal and unjust as the worker is a permanent employee under the management the management has no right to deny employment to the worker like this. Hence an award may be passed directing the management to reinstate the worker in service with backwages and continuity of service.

3. The brief averments in the statement filed by the management are as follows :—The worker is not an employee in the management bank nor is there any employer-employee relationship between her and the management. On certain occasions this worker was called to do sweeping work in the bank on daily wages. She was neither appointed nor was her name entered in the registers maintained in the bank. Thus the worker was only a casual employee. While so she got a job of Part-time Sweeper in the Padichira Village Office and since then she did not turn up for work. This being the true state of affairs the worker is not entitled to any relief. An award may therefore be passed upholding these contentions of the management.

4. On these pleadings the following points are formulated for decision :—

- (1) Whether the worker is an employee in the management bank coming within the purview of the Industrial Disputes Act ?
- (2) Whether the worker is entitled to any relief ?
- (3) Result ?

5. The evidence consists of the oral testimony of WW1 and MW1 and 2 and the documents marked as Ext. M1 and M2.

6. Point No. I :—As stated to the outset the case of the worker is that she was appointed as a Part-time Sweeper in the Padichira Branch of the management bank for a monthly salary of Rs. 150 and while she was working thus she was denied employment by the management with effect from 1-12-1990. This case of the worker has been controverted by the management contending that she is not an employee in the management bank and that she was employed in the bank only as a casual employee on a daily wage of Rs. 10/- It is because of this controversy this point is necessitated.

7. The worker who tendered oral evidence as WW1 has deposed that she was appointed as a Part-time Sweeper on 1-1-1989 initially for a monthly of Rs. 100 and later it was enhanced to Rs. 150/- and while she was working thus she was denied employment by the management on 1-12-90. Against this the Branch Manager of the management bank has tendered oral evidence as MW1 by deposing that there is no post of a Part-time Sweeper in the bank and as such there is no question of the worker being appointed as a Part-time Sweeper on a monthly salary basis and that on few occasions the worker has worked in the bank on daily wages for attending the sweeping work. Thus in chief-examination MW1 has given a version which is quite consistent with the stand of the management in the claim statement filed by it. But however in cross-examination he has given a totally divergent version which would rather show that the worker was employed in the management bank as a Part-time Sweeper on a permanent basis. Let me extract the relevant portion :—Let me extract the relevant portion in English portion in English—The Duty time given by us to WW1 is from 9.15 A.M. to 10 A.M. We have restrained WW1 from working in other places after this time. We have complaint that violating this restriction WW1 has worked in other places. WW1 did not report when we called. So we terminated WW1's service.

8. If really the worker was only a casual employee as alleged by the management in the claim statement I fail to understand how the management can say that after the duty time she should not work in other places. Further if as a matter of fact the worker is only a casual employee why should the management terminate her service when she did not report for duty. Thus these version of MW1 extracted above is enough to conclude that the worker is employed permanently in the management bank as a part-time Swee-

per. Of course the management has yet another case that she is not working daily and that she has to work only 2 days in a week. This version of MW1 does not appear to be true at all because cleaning the floor is something, which will be done in every office on every day. That apart MW1 further states :—(Translated into English) There are records in the bank to show that their case that WW1 has worked daily is false. There are no reasons for not producing it.

Thus I find evidence and circumstances in plenty to conclude that the worker is employed permanently in the management bank as a part-time sweeper.

9. It is not disputed or rather cannot be disputed that even a part-time employee employed on a permanent basis will be a workman as defined in the Industrial Disputes Act. So it has to be held that the worker is a permanent employee in the management bank coming within the purview of the Industrial Disputes Act.

10. Point No. 2 :—Now it is found in answer to Point No. I that the worker is an employee in the management bank coming within the purview of the Industrial Disputes Act. The case of the worker is that she has been denied employment by the management with effect from 1-12-1990. Though this allegation has been denied by the management in their claim statement it has come out from the testimony of MW1 that it is a case of management terminating the service of the worker due to the failure of the worker to report for duty. Let me extract the relevant portion from MW1's deposition once again :—(Translated into English) WW1 did not report when we called. So we terminated WW1's service. So from this sentence it is clear that it is a case of management terminating the service of the worker due to the failure of the worker to report for duty. As stated earlier even though the management has records with them to show the actual days the worker has worked here nothing has been produced to show this. So in the absence of any evidence showing otherwise I accept the case of the worker and hold that the worker has worked as a Part-time Sweeper in the management bank from 1-1-1989 to 1-12-1990 viz., for more than 240 days. Thus as this worker is found to have worked for more than 240 days in a year her service can be terminated by the management only as provided in section 25F of the Industrial Disputes Act by paying her one months notice pay and retrenchment compensation. Admittedly this provision of law has not been complied with by the management while dispensing with her service. Hence legally, this termination of service which is nothing but retrenchment is invalid. Thus it being invalid, strictly speaking, the worker is entitled to the relief of reinstatement with backwages.

11. But from the evidence tendered in this case it is manifestly clear that this termination of service is not an unilateral action of the management against the wishes of the worker and that the worker has also contributed much or rather invited this move by absenting herself continuously. This is evident from Ext. M1 and M2. This being the truth, in my opinion it is rather unfair, unwise and improper to direct the management to reinstate the worker in service with back wages although the action of the management is in contravention of Section 25F of the Industrial Disputes Act. In these circumstances I feel the appropriate course would be to direct the management to pay compensation to the worker. Even according to the worker she has only around 2 years service and that her salary at the time of termination was Rs. 150/- per month. Taking into account all these aspects I think a sum of Rs. 500/- will be a just and adequate compensation. I therefore direct the management to pay the worker a sum of Rs. 500/- as compensation.

12. In the result an award is passed directing the management bank to pay a sum of Rs. 500/- (Rupees Five hundred only) to the worker as compensation.

13. This award will come into force 30 days after its publication in the Official Gazette.

Dictated to the Confidential Assistant, transcribed by him, revised, corrected and passed by me on the 18th day of February, 1993.

APPENDIX

Witnesses examined on the side of the Management :—

MW1..T. U. Sreedharan.

MW2..T. Sachidevraan.

Witnesses examined on the side of the Worker :—

WW1..Esly.

Documents marked on the side of the Management :—

Ext. M1.—Witness paper dt. 18-7-1992 issued by the Village Officer, Badichira.

Ext. M2.—Certificate No. A.I. 453/92 dt. 27-7-1992 issued to the Manager, The South Malabar Gramin Bank, Padichira Branch by the Executive Officer, Mullankolly, Panchayat.

Documents marked on the side of the worker :—

NIL.

नई दिल्ली 22 मार्च, 1993

का.पा. 745 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की बारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक और पटियाला के प्रबन्धनालय से संबद्ध नियोजकों और उनके कर्मकारों के बीच मनवंथ में निरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व अम आयालय, चण्डीगढ़ के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-93 को प्राप्त हुआ था।

[संभा एल-12011/46/90-प्राइमार (बी-III)]

एस. के. जैन, ईस्ट अधिकारी

New Delhi, the 22nd March, 1993

S.O. 745.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Cum Labour Court, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Patiala and their workmen, which was received by the Central Government on the 19-3-93.

[No. L-12011/46/90-I.R.(B-III)]
S. K. JAIN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. 28/91

Workmen Vs. State Bank of Patiala.

For the workman.—Shri B. L. Sharma,

For the management.—Shri N. K. Zakhmi.

AWARD

Central Govt. vide Gazette Notification No. L-12011/46/90-I.R. (B. III) dated 22-2-91 issued U/s. 10(1)(d) of the I.D. Act 1947 referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the Chief General Manager, State Bank of Patiala, Patiala is justified & legal in not allowing cashier/godown keepers to appear in the test of ALPM operators ? If not, to what relief the concerned workmen are entitled and from what date ?”

2. Shri B. L. Sharma appearing on behalf of the workmen has made a statement that the workmen does not want to pursue with the present reference and no dispute award may be returned to the Ministry. In view of the statement made by the representative Shri B. L. Sharma for the workmen no dispute award is returned to the Ministry.

Chandigarh.

24-2-1993.

ARVIND KUMAR, Presiding Officer

नई दिल्ली 22 मार्च, 1993

का.पा. 746 :—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की बारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक और पटियाला के प्रबन्धनालय से संबद्ध नियोजकों और उनके कर्मकारों के बीच मनवंथ में निरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व अम आयालय, चण्डीगढ़ के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-93 को प्राप्त हुआ था।

[संभा एल-12011/12/91-प्राइमार (बी-III)]

एस. के. जैन, ईस्ट अधिकारी

New Delhi, the 22nd March, 1993

S.O. 746.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Cum Labour Court, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Patiala and their workmen, which was received by the Central Government on the 19-3-93.

[No. L-12011/12/91-IR(B-III)]

S. K. JAIN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

I.D. No. 58/91

Workmen Vs. State Bank of Patiala.

For the workman.—Shri B. L. Sharma.

For the management.—Shri N. K. Zakhmi.

AWARD

Central Govt. vide Gazette Notification No. L-12011/12/91-I.R. (B. III) dated 15-5-91 issued U/s. 10(1)(d) of the I.D. Act 1947 referred the following dispute to this Tribunal for adjudication :—

“Whether the demand of the State Bank of Patiala Staff Union in the matter of appointment of Head Clerks etc. in the State Bank of Patiala in respect of the following aspects is justified ? If so, the extent of relief may be indicated.”

1. Notification of vacancies of Head Clerks with reference to specific places of posting.

2. Fixing specific dates for submission of willingness by the employees for appointment as Head Clerks.

3. Fixing of specific dates for withdrawal of such consents for posting as Head Clerks.

4. Registration of consents, and withdrawal of consents, in all these cases.

2. Shri B. L. Sharma appearing on behalf of the workmen has made statement that the workmen does not want to pursue with the present reference and no dispute award may be returned to the Ministry. In view of the statement made by the representative Shri B. L. Sharma for the workmen No Dispute Award is returned to the Ministry.

Chandigarh.

24-2-1993.

ARVIND KUMAR, Presiding Officer

गुरु विलासी, 22 मार्च, 1993

का.आ. 7.17-- औद्योगिक विभाव अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धनाकार के अवश्य नियंत्रज्ञान और उनके कर्मकारों के बीच, अनुषंघ में नियंत्रित औद्योगिक विभाव में केन्द्रीय सरकार औद्योगिक अधिकारण व अन्य व्यापार नियंत्रण के पंचांत को प्रकाशित करनी है, जो केन्द्रीय सरकार का 19-3-93 को प्राप्त कुया था।

[मंदस्था नं. 12012/247/86-डी.ए.पी.]

एम.के. जैन, ईस्ट एस्ट्रेट प्रधिकारी

New Delhi, the 22nd March, 1993

S.O. 747.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-Cum-Labour Court, Chandigarh, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 19-3-1993.

[No. L-12012/247/86-D.II(A)]

S. K. JAIN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Case No. I. D. 26/87

N. K. Sharma Vs. State Bank of India

For the workman : Shri J. G. Verma.

For the management : Shri Ajay Kohli.

AWARD

Central Govt. vide gazette notification No. L-12012/247/86-D.II(A) dated 5th May 1987 issued U/S 10(1)(d) of the ID. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Regional Manager State Bank of India, Haryana Region I, in dismissing Shri N. K. Sharma, Deputy Head Cashier, at their branch, Sadar Bazar, Ambala Cantonment from 25-4-1985 is legal and justified ? If not, to what relief the concerned workman is entitled ?"

2. In the statement of claim which has been filed by Champa Pathak the legal heir of the deceased Shri N. K. Sharma, Deputy Head Cashier Sadar Bazar Branch. It has been alleged that late Shri Sharma joined the services of the Bank in the year 1959 and remained in the service of the bank for 26 years before he was dismissed in the year 1985. It is pleaded that due to sickness the workman used to remain on leave on number of occasions and had been treated as on leave without pay and also warned for having remained absent. It is further alleged that while working at Ambala Cantonment branch he in the performance of his duties signed the note slips for having recounted the packets and when he was transferred some short-

age was detected in the packet recounted by him and the same was recovered after debiting to his account. It is further pleaded that after effecting the recovery and also sanctioning the absence of the workman as leave without pay, the Regional Manager charged sheeted him for the charges that he remained absent for the period of 217 days in the year 1983 and another charge was that a cheque of Rs. 9050/- was got credited by him which was meant for another N. K. Sharma Field Officer and third charge was shortage of currency notes to the tune of Rs. 6708/- and Rs. 1219/- which was already made good by him. It is further pleaded that on the first charge the petitioner was treated on leave without pay. With regard to the second charge it has been pleaded that the petitioner was himself a member of the Society which issued the cheque and neither the Bank nor the Society was put to any loss as the workman deposited the whole amount alongwith interest for the period the amount remained with him. It is further alleged that with regard to the third charge the deceased has made good the loss, even before he was served with the charge sheet. It is further alleged that another cashier Shri Champa Ram was also charged sheeted for the shortage but not subjected to the capital punishment of dismissal. It was further pleaded that one Baldev Singh cashier also made good the loss and was reinstated by the bank with full back wages. It is further alleged that the deceased made admission at the time of enquiry. Thus it is prayed that the action of the management against the workman dismissing him is illegal and unjustified and prayed for all the benefits and back wages from 25-4-1985 to 28-5-1986.

3. Case of the petitioner was contested by the respdt. management. Preliminary objection has been taken that the present claim petition suffers from non-joinder of the necessary parties as the complete names and addresses of the legal heirs of the deceased Shri N. K. Sharma has not mentioned in the petition. On merits it was pleaded that the deceased was in habit of wilful absence from duty for which he was warned and he remained absent from 1-5-1982 to 5-3-1983 and also remained absent unauthorised manner for a period of 501 days from 6-3-83 to 19-4-84 before he was dismissed from the services of the bank and has also referred the shortage of cash to the tune of Rs. 6708/- and Rs. 1219/- It is further pleaded that on 12-11-82 the deceased fraudulently encashed the cheque favouring some other N. K. Sharma field Officer. It is further pleaded that Champa Ram was given punishment as warranted in the circumstances and facts of that case and Mr. Sharma was given punishment in the circumstances of the present case. It is further pleaded that the deceased made admission of all the charges and found guilty and during the enquiry proceedings he was given full opportunity. It is further pleaded that even if he has made good the loss even then there is no bar for charge sheeting him and prayed for the dismissal of the claim.

4. Respdt. bank has produced Mr. R. M. Mangal who produced himself as MW1 and relied on the documents Ex. M1 to M4. The management also produced Shri H. L. Mehra, Manager O&M State Bank of India as MW-2 who filed his affidavit Ex. M5 in evidence and relied on documents Ex. M6 Charge sheet, Ex. M7 the explanation, Ex. M8 findings of the

enquiry officer and Ex. M9 and M.10 proceedings of the departmental enquiry. The petitioner did not lead any evidence on account of his death.

5. I have heard both the parties and gone through the record.

6. Representative of the petitioner has not contested this case on merits and has only prayed for the intervention of this Court with regard to the punishments U/s 11-A of the I.D. Act 1947. In this connection he has argued that the charge of long absence falls under the minor misconduct and does not attract punishment of dismissal and the petitioner was also treated on leave without pay for the said period and with regard to the other charges the petitioner himself was the member of the society and might have deposited the said cheque under mistaken belief to be of his instead of another N K. Sharma who was field officer. It is also pointed out that the petitioner was sick for long period and the petitioner was only require to recheck the bundle which he might have missed on account of his illness. He has also referred that the petitioner has to his credit 25 years of service and these are the only charges through out his career and however he has made good the loss with interest and thus neither the bank nor the society was put to any loss. He has also pointed out that the petitioner has also died on 28-5-1986 in agony leaving his wife and children on the road. I have perused the averments made by the representative of the petitioner. There is substance in the argument in this respect.

The petitioner was in the service of the bank since 1959 and put in 26 years of service. Present incidents are the only solitary incidents otherwise he possessed unblemished record of service as there is no evidence of any past act of misconduct hanging over his head. The petitioner used to remain ill. Some lapses might have incurred on account of his illness which relates to the present charges. Present act is a beneficial piece of legislation enacted in the interest of employees. In construing the provisions of a welfare legislation Courts should adopt a beneficent rule of construction. If two constructions are reasonably possible the construction which furthers the policy and object to the Act and it more beneficial to the employees, has to be preferred. Further, the object of the Act is to safeguard the service conditions of the employees. It, therefore, demands a liberal interpretation.

The petitioner was served charge sheet in the year 1983 and was dismissed in the year 1985 and had already suffered a long departmental proceedings. Not only this untimely he died on 28-5-1986 in agony leaving his wife and children on the road. His legal heirs has also been facing long trial in this Court right from 1987. The justice must be tempered with mercy, and due credit should be given for his long unblemished service of 25 years. Following the decision laid down in AIR 1984 S.C. 355 Jaswant Singh Vs. Pepsu Road Transport Corp. and 1990 L.I.C. 1532 M.D. Orrisa Agro Industry Corporation Vs. Bhim Sain Maharana & Ors. and taking over all view of the matter it would be adequate if the punishment of dismissal be substituted with stoppage of all the increments which would have accrued to him right from the date of his suspension till his death, with

cumulative effect, however with continuity of service. No back wages shall paid at all. With this modification in the punishment the Award is returned to the Ministry.

ARVIND KUMAR, Presiding Officer

Chandigarh,

22-2-93

नई दिल्ली 22 मार्च, 1993

का.आ. 748:—ओर्डोगिक विवाद प्रधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार से पी इल्यू झी लखियाना के प्रबन्धनाल के संबंध नियोजकों और उनके कर्मवारों के बीच अनुबंध में निविष्ट ओर्डोगिक विवाद में केन्द्रीय सरकार ओर्डोगिक प्रसिकरण भंडीगढ़ के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-93 को प्राप्त हुआ था।

[म. ए. 42012/56/88-डी-2 (बी) (पट)]

के.वी.बी. उष्णी, ईस्क धधिकारा

New Delhi, the 22nd March, 1993

S.O. 748.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of CPWD, Ludhiana and their workmen, which was received by the Central Government on 19-3-93.

[No. I-42012/56/88-D.II(B) (Pt.)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 49/89

Ram Lal

Vs.

C.P.W.D.

For the workman—Shri Gamdoor Singh.

For the management—Shri Arun Walia.

AWARD

Central Government vide gazette notification No. L-42012/56/88-D-2(B) dated 20th March, 1989 issued U/S. 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of CPWD, Ludhiana in terminating the services of Shri Ram Lal w.e.f. 25th July, 1984 is legal and justified? If not, to what relief and from what date he is entitled to?"

2. In the statement of claim it has been alleged that the petitioner had put in 3 years two months and three days service with the respondent management as beldar. He was drawing Rs. 350 per month. It is further alleged that his services were wrongly terminated on 20th September, 1984 without any notice, chargesheet and enquiry and compensation. It is further alleged that the canons of natural justice have not been complied with and the action of the management is illegal, unjustified and mala fide. It is further alleged that the juniors were retained and fresh appointments were also made. He thus prayed for reinstatement with continuity in service and full back wages.

3. Claim of the petitioner was contested. The plea has been taken that the petitioner had not completed 240 days in the preceding 12 months. It is further pleaded that the services of the petitioner was never terminated. Rather the petitioner himself left the job of his own on 25th July, 1984 and not on 20th September, 1984 as stated by the petitioner. It is further pleaded that the petitioner was working on muster-roll and was at liberty to leave the job at any time and no charge sheet is required to be given to the petitioner as he left the job of his own. It is further pleaded that there is no vacancy available in the department now and he does not fulfil the necessary qualifications prescribed under the rules in view of the letter of Deputy Director of Administration. It dated 30th March, 1985.

4. Replication was also filed reasserting the same facts as in the statement of claim.

5. In support of his case the petitioner examined himself as PW1 and filed his affidavit /x. WI in evidence and repeated the same averments as contained in the statement of claim. In cross-examination he has also stated that he can not tell the name of any person junior to him who is still working.

Respondent management produced Shri Sukhdev Singh Executive Engineer as MW1 who filed his affidavit Ex. M1 in evidence. The management also relied on extracts of muster roll Ex. M3 pertaining to the petitioner showing total number of days put in by the petitioner. Management also relied on Ex. M2 the detail of number of days put in preceding 12 months from the date of leaving the job on 25th July, 1984.

6. I have heard both the parties and gone through the evidence and record.

7. The representative appearing on behalf of the petitioner has argued that the petitioner has put in more than three years of service with the respondent and before the termination of the services of the petitioner the provisions of Section 25-F has not been complied with as no retrenchment compensation and pay in lieu of notice was given before the termination of the services of the petitioner and he has also relied on 1992(H) Recent Services Judgements page 466 Rakesh Kumar Aggarwal Vs. The management of M/s. Milk Plant, Ambala and also relied on 1985 L.I.C. page 1733 H. D. Singh Vs. Reserve Bank of India. After perusing the record and the judgements cited, there is no force in the contention raised by the representative of the petitioner and the judgements cited are not applicable in the circumstances of the present case. In order to attract the provisions of Section 25-F the question for determination is whether the petitioner has completed 240 days in preceding 12 months to the date of retrenchment. Ex. M3 is the extract of muster roll relied upon by the management. This document has not been challenged by the workman in cross-examination of the management witness Shri Sukhdev Singh. The said document indicates that no doubt that the total length of service of the petitioner is for 754 days right from the year 1981 but for the purpose of Section 25-F preceding 12 months from the date of retrenchment i.e. 25th July, 1984. The petitioner had only completed 234 days. At this juncture the representative of the petitioner has also pointed out that Sundays and other paid holidays are not taken into account. This contention is also meritless. Ex. M2 is relied by the management which shows the detail of working days put in by the petitioner in the preceding 12 months from the date of leaving the job for good on 25th July, 1984. In this document the month wise calculation preceding 12 months is given which shows that Sundays and other holidays has also been included for determining total number of days put in by the petitioner preceding 12 months to the date of retrenchment which comes to 234 days and not 240 days which is pre-requisite requirement to attract the provisions of Section 25-F of the I.D. Act, 1947. Thus there is no violation of Section 25-F of the I.D. Act, 1947.

The petitioner has not been able to prove the violation of Section 25-G and 25-H. He himself has stated in cross-examination that he cannot tell the names of persons junior to him who are still working. He has also not established any thing on the record to show whether any new hands were appointed after the retrenchment of the petitioner. Thus the petitioner has miserably failed to establish the violation of Section 25-G and 25-F of the I.D. Act, 1947.

It is further argued that the petitioner in fact had retrenched on 20th September, 1984 and not on 25th July, 1984. There is no force in this contention as nothing has been proved to substantiate the said averment.

In view of the discussion made in the earlier paras, the petitioner is not entitled to any relief. The reference is dismissed and returned to the Ministry.

Chandigarh.

10-3-1993.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 22 मार्च 1993

का.धा. 749 --ओद्योगिक, विशाव प्रधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्युत्तरण में केन्द्रीय सरकार टलीकाम जे एड के मार्केन श्री नगर के प्रबन्धनेत्र के मंदिर नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्विष ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक प्रधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-93 को प्राप्त हुआ था।

[म. एन-42012/101/88-डी-2 (बी) (पार्क)]

के.बी.बी. उणा डैफ़ अधिकारी

New Delhi, the 22nd March, 1993

S.O. 749.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom J&K circle, Srinagar and their workmen, which was received by the Central Government on 19-3-93

[No. L-42012/101/88-D.V(B)(Pt.)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 99/89

Mohd. Shafi

Vs.

Telecommunication department

For the workman—Shri Mohd. Shafi, workman.

For the management—Shri Harpal Singh.

AWARD

Central Government vide Gazette Notification No. L-12012/101/88-D.H(B) dated 2nd June, 1989 issued U/s. 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Telecom, rep. through the G.M. J&K Circle, Srinagar, and Superintendent Telegraph Traffic Kashmir Division, Srinagar, in terminating the services of Shri Mohd. Shafi Bhat, son of Shri Ahmed Illaha Bhat, w.e.f. 6th May, 1987 is justified? If not, what other relief the workman is entitled to and with what effect."

2. In the statement of claim it has been alleged that he was employed on 18th August, 1986 as his name was duly sponsored by local employment exchange and his appointment was made by the department on the recommendation of the selection committee. His daily wage was fixed at Rs. 11.50 and increase therein was to be regulated as per change of rates from time to time. It is further alleged that he worked to the satisfaction of his superior, however his services were terminated vide order dated 6th May, 1987 without assigning any

reason. It is further alleged that he has put in more than 240 days of service in the department and as such entitled to benefits as envisaged U/s. 25-F of the I.D. Act 1947. It is further alleged that the management has also shown putting of more than 240 days service in the department in the arrears slip which is also enclosed. It is further alleged that no enquiry was conducted before the termination and no retrenchment compensation was paid, which is pre-requisite condition for retrenchment of the workman. It is further alleged that he is physically handicapped person and it was prayed that his termination be declared as illegal and he be reinstated with back wages.

3. Respondent management contended this claim. In their written statement the plea has been taken that the petitioner was appointed after 30th March, 1985 and were required to be terminated in terms of the order contained in DGP&T New Delhi letter dated 30th March, 1985. It is further pleaded that the petitioner had only worked for 217 days and thus Section 25-F of the I.D. Act 1947 does not apply, as he has not completed 240 days in proceeding 12 months to the date of his termination. It is further pleaded that no enquiry was to be required to be conducted as services of the petitioner was of purely casual/temporary basis. It is further pleaded that in the proceedings before the A.L.C. on 17th November, 1988 one month wages were offered but turned down by the petitioner.

4. Replication was also filed reasserting the claim made in the claim statement. It is further been pleaded in the replication that he had worked with the department from 21st August, 1986 to 6th May, 1987 and was paid @ Rs. 11.50 per day and later on wages were increased and the department had sent the amount of difference of increased wages of Rs. 3443.50 by way of money order dated 22nd March, 1988. and on the money order coupon it is mentioned that amount is arrears of wages for 259 days from 21st August, 1986 to 6th May, 1987.

5. In support of his case petitioner filed his affidavit Ex. W1 in evidence and produced himself as WW1 and also produced money order coupon Ex. W2. In cross-examination he has agreed that he had joined the respondent management on 21st August, 1986.

Respondent management had not produced any evidence. However their Representative Harpal Singh filed document Ex. M1 showing number of days put in by the petitioner.

6. I have heard both the parties gone through the evidence and record.

7. Learned counsel appearing on behalf of the workman has argued that it is apparent from the money order coupon Ex. W2 in which appears on account of difference in increase of wages were sent clearly mentioned that this arrears are for 259 days from August, 1986 to May 1987 and has argued that since the petitioner had worked for more than 240 days and the management has not complied with the provisions of Section 25-F of the I.D. Act, 1947 by paying retrenchment compensation and pay in lieu of notice the petitioner is entitled to reinstatement with back wages. There is no force in this contention. Ex. W2 money order coupon is no help to the petitioner. No doubt in this money order coupon there is mention of the arrears of the wages from August, 1986 to May, 1987 for 259 days amounting to Rs. 3443.50 but this does not mean that the petitioner had actually worked for 259 days during the said period. If the total period from the date of joining i.e. 21st August, 1986 to the date of termination i.e. 6th May, 1987 is counted it comes to 259 days which otherwise means that the petitioner was not having a break in service for even a single day. But this is not the position. The question is that for how many days the petitioner had worked preceding 12 months to the date of his retrenchment. Ex. M1 is the chart relied by the management showing the number of days put in by the petitioner during the above said period. From the said document it is apparent that 101 days out of the said period i.e. 21st August, 1986 to 6th May, 1987 the petitioner had not worked with the respondent. He had worked in out door for 102 days. He had worked indoor for 76 days and the number of days availed is 39. The total comes to 217 days. As a result actual number of days put in by the petitioner qua the above said period comes to 217 days, which certainly does not attract the provisions of Section 25-F of the I.D. Act entitling the petitioner

for reinstatement with back wages. Thus there is no violation of Section 25-F of the I.D. Act, 1947 since the petitioner had not completed 240 days preceding 12 months from the date of his termination.

In view of the discussion made in the earlier paras, the petitioner is not entitled to any relief whatsoever. The reference is dismissed and returned to the Ministry.

Chandigarh.

25-2-93.

ARVIND KUMAR, Presiding Officer

नंद दिलो 22 जार्व, 1993

का.आ 750. 750---और्यापिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जवाहर नवोदय विद्यालय के प्रबन्धनात्मक संघर्षिता और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट और्यापिक विवाद में नेशर कॉर्ट को जहो कोड के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-93 को प्राप्त हुआ था।

[म. एम-42012/107/91-आई शार (डॉ. यु.) (पार्ट)]

के.वी. वी. उणी डैस्ट्र अधिकारी

New Delhi, the 22nd March, 1993

S.O. 750.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Kozhikode as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Jawahar Navodaya Vidyalaya, Periya and their workmen, which was received by the Central Government on 19-3-93.

[No. L-42012/107/91-IR(DU)(Pt.)]

K.V.B. UNNY, Desk Officer

ANNEXURE

IN THE LABOUR COURT, KOZHIKODE KERALA STATE

Dated, this the 5th day of March, 1993

PRESENT:

Shri K. G. Gopalakrishnan, B.A., B.L., Presiding Officer.

I.D. (C) No. 5/92

BETWEEN

The Principal, Jawahar Navodaya Vidyalaya, P.O. Periya, Kasargod District-670316 .. Management

AND

Shri P. V. Vijayan, S/o V. V. N. Kunhambu, Payyannur Street, Payyannur P.O., 670307. .. Worker

REPRESENTATIONS:

Sri E. V. Vishwambharan Addl. Govt. Pleader, Kozhikode—For Management.

Sri M. Asokan, Advocate, Calicut—For Worker

AWARD

By the Order No. 42012/107/91-IR(DU) dated 9-3-1992 the dispute between the aforesaid parties in connection with the legality of the denial of employment to the aforesaid worker with effect from 6-10-1990 was referred to this court for adjudication by the Central Government under Section 10 of the Industrial Disputes Act.

2. After the receipt of the reference order in this court notice was issued both to the management and the worker and both entered appearance through counsels and filed claim statements setting forth their stand in the dispute. The brief averments in the statement filed by the worker are as follows—The worker joined the service of the man-

agement which is an educational institution run by the Central Government as a driver of the Van owned by the management on 12-10-1988 for a daily wage of Rs. 38 and since then he was continuously employed under the management. While so his service was terminated by the management with effect from 6-10-1990 without assigning any reason whatsoever. This action of the management is illegal as the workman has worked continuously for more than 240 days under the management. Thus as the worker has worked under the management for more than 240 days in a year the service of the worker can be terminated by the management only as provided in Section 25F of the Industrial Disputes Act. But the management has not complied with those statutory formalities before terminating the service of the worker. Hence this termination is illegal and void. So the worker is entitled to be reinstated with backwages and continuity of service as if there is no termination at all. Hence an award may be passed directing the management to reinstate the worker in service with backwages and continuity of service.

3. The brief averments in the statement filed by the management are as follows:—It is false to say that the worker is employed as a driver in the management from 12-10-1988 continuously and that his service has been terminated on 6-10-1990. The worker was not appointed in the management nor was he a worker under the management. In fact the worker has driven the van belonging to the management only on few occasions as a casual employee for daily wages. The allegation in the statement filed by the worker that he was worked continuously for more than 240 days is absolutely false. The worker is not entitled to any protection under the Industrial Disputes Act. Hence an award may be passed holding that the worker is not entitled to any relief against the management.

4. After the filing of the claim statements by both sides the case was posted for evidence and it was finally taken up for evidence on 3-3-1993. But on the day the counsel for the management was absent nor was any representation on his behalf. The management was also absent. Hence the management is not ex parte and the evidence tendered by the worker was recorded which consists of testimony of the worker as WW1 and one document marked as Ext. W1.

5. The following points are formulated for decision:—

- (1) Whether the worker has worked under the management for more than 240 days in a year?
- (2) Whether the action of the management terminating the service of the worker is valid in law?
- (3) To what relief if any the worker is entitled?
- (4) Result?

6. Point No. 1.—The case of the worker is that he joined the service of the management on 12-10-1988 which is an educational institution as a Driver and since then he was continuously employed under the management and while so his service was terminated on 6-10-1990 by the management without assigning any reason. This has been spoken to by the worker as WW1. To prove his case that he was employed as a Driver under the management continuously from 12-10-1988 to 6-10-1990 he has produced a certificate issued to him by the District Collector, Kasargode who is the Ex-officio Chairman of the management educational institution. This certificate is marked as Ext. W1. In this Ext. W1 it is seen certified by the District Collector, Kasargode who is the Ex-officio Chairman of the management concern that the worker was employed as a Driver of the Van attached to the management institution from 12-10-1988 to 6-10-1990. From this certificate it is evident that this is issued by the Collector in his capacity as the Chairman of the management Institution. The management institution although an educational institution will be a industry as defined in the Industrial Disputes Act in view of the decision of the Supreme Court reported in 1989-I-LLJ-61 wherein it was held by the Supreme Court that an educational institution will be an industry as defined in the Industrial Disputes Act although a teacher employed in an educational instituition

will not be a workman. Thus relying on Ext. W1 certificate it can be held that the worker has worked as a Driver in the management concern for more than 240 days. This point is thus decided in favour of the worker holding that the worker has worked for more than 240 days under the management.

7. Point No. 2.—In this dispute the worker calls in question the action of the management terminating his service with effect from 6-10-1990. His case is that as he has worked for more than 240 days, in view of section 25(B) of the Industrial Disputes Act he will be deemed to have more than one year service and hence if at all the management wants to terminate his service that can be done only as provided in Section 25F of the Industrial Disputes Act viz., paying him one months notice pay and retrenchment compensation. According to him as this statutory formalities have not been complied with by the management, this termination is ab initio void. Now it is found in answer to Point No. 1 that the worker has worked for more than 240 days as he is found to have worked under the management from 12-10-1988 to 6-10-1990. Thus as the workman has more than one year service under the management his service can be terminated by the management only as provided, in Section 25-F of the Industrial Disputes Act. Admittedly this statutory provision has not been complied with by the management. Now the legal position has been well-settled that a termination in violation of Section 25F of the Industrial Disputes Act will be ad initio void. (See in this connection decision of the Supreme Court reported in AIR 1967-S.C. 420. Hence if the management wants to terminate the service of the workman that can be done only after complying with the statutory formalities provided in Section 25F of the Industrial Disputes Act. As this has not been done it has to be held that his termination is void in law.

8. Point No. 3.—As the termination of the workman is found to be void due to non-compliance of the Section 25F of the Industrial Disputes Act, it follows that there is no termination in law and as such the worker is entitled to be reinstated as if his service has not been terminated at all. So the workman is entitled to be reinstated with backwages and continuity of service as if his service has not been terminated.

9. In the result an award is passed directing the management (Principal, Jawahar Navodaya Vidyalaya, P.O. Periya Ksaargode District to reinstate the worker Shri P. V. Vijayan, S/o. V. V. N. Kunhambu in service with back wages and continuity of service.

10. This award will come into force 30 days after its publication in the Official Gazette.

Dictated to the Confidential Assistant, transcribed by him, revised, corrected and passed by me on the 5th day of March 1993.

Sd/-

K. G. GOPALAKRISHNAN, Presiding Officer

APPENDIX

Witnesses examined on the side of the Worker:—

WW1—Vijayan.

Document marked on the side of the Worker:—

Ext. W1—Photostat copy of the Certificate of conduct and Character issued to the worker by the District Collector and Chairman of Jawahar Navodaya Vidyalaya, Periya, Kasargode.

Witnesses examined and documents marked on the side of the Management:—

NIL.

नई दिल्ली, 22 मार्च 93

का.प्र. 751 :—ओद्योगिक विवाद प्रतिनियम, 1947 (1947 का 14) की घाग 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे, इनाहाबाद के प्रबन्धालय से संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्धिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकारण, कामपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-93 को प्राप्त हुआ था।

[सं. एन-41012/20/87-डी-2 (वो) (Pt.)]
के.वी.वी. उणी, डैस्ट्रिक्ट प्रशिक्षणी

New Delhi, the 22nd March, 1993

S.O. 751—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Allahabad and their workmen, which was received by the Central Government on 19-3-93.

[No. L-41012/20/87-DII(B)(Pt.)]
K. V. R. UNNY, Desk Officer.

ANNEXURE

BEFORE SRI ARJAN DEV PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR, KANPUR.

In the matter of dispute

BETWEEN :

Sri G. S. Trivedi
President, Uttar Rly. Karamchari Union
130/90/26/L-1 Bagahi
Transport Nagar,
Kanpur.

AND

The Divisional Rly. Manager
North. Railway
D.R.M. Office
Allahabad.

Industrial Dispute No. 44 of 1988

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-41012/20/87-D.II(B) dt. 21st March, 1988, has referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of Divisional Railway Manager, Northern Railway, Allahabad, in terminating Sri Ram Dhani from service w.e.f. 23-11-82 is legal/justified? If not, to what relief the workman concerned is entitled?"

2. The industrial dispute on behalf of workman Sri Ram Dhani has been raised by the President

Uttar Railway Karamchari Union Kanpur, (hereinafter referred to as Union for the sake of convenience).

3. The case of the workman in short is that he was appointed as a casual labour in the office of Senior Electrical Foreman Kanpur on 19-11-69. After working for 120 days continuously the workman acquired temporary status some time in 1970. In 1977 after screening, his name appeared in the panel of approved candidates at serial No. 119. In 1981-82 on the basis of temporary status already acquired by him he was given the pay scale of Rs. 196—232. However, on 23-11-82, his services were terminated by the management in violation of the provision of section 25G and 25N of the I.D. Act. The Union has, therefore, prayed for workman's reinstatement with full back wages and all consequential benefits.

4. The case is contested by the railway. The management plead that workman was engaged as a casual labour on daily wages under SEFO/C/CMB Kanpur on 19-11-69. According to the management during the period 19-11-69 and 29-9-70 the workman at no occasion worked continuously for 120 days. However, during the said period the workman worked for 310 days only. The management admit that after screening the name of the workman was placed in the panel as Electric Khalasi vide list dated 25-5-78 and in the said list the name of the workman appeared at serial No. 119. The management contend that mere empanelment after screening did not give any right to the workman to get regular appointment as Electrical Khalasi. His appointment as Electrical Khalasi was made subject to fulfilment of certain conditions, such as production of original certificate regarding the date of birth of workman and verification of his working days as casual labour. The workman in support of his date of birth submitted a certificate of Balika Junior High School, Dhakanapurwa in which he was shown to have passed class III. However, on inquiry it was found that there was no such educational institute in existence. Thereafter the workman submitted another certificate from another educational institute but this certificate too being suspicious could not be verified. Accordingly by means of letter dt. 23-383, his appointment was cancelled. It is further pleaded by the management that after the workman had failed to submit genuine certificate, on the request of the workman, the management engaged him as a casual labour on 3-6-81. He worked for 90 days from 3-6-81 to 31-8-81, for 90 days from 20-10-81 to 17-1-82, for 68 days from 15-4-82 to 13-6-82 for 41 days from 29-7-82 to 7-9-82, and for 60 days from 29-4-82 to 22-11-82. Thus the Union has no case in respect of the workman.

4-A. In support of its case, the Union has examined the workman. On the other hand the management filed the affidavit of Sri R. H. Yadav, Head Clerk, in the D.R.M. Office (Lit) Allahabad. The management failed to produce him in the witness box. With his affidavit, Sri Yadav filed copies of certain documents.

5. From the pleadings of the parties it stands admitted that after screening the workman's name appeared in the panel of Electric General Department as Electric Khalasi and that in the list dated 25-5-78 his name appeared at serial No. 119.

6. The only plea raised by the management is that since the workman could not furnish any genuine document regarding his date of birth, the matter regarding his appointment as Electric Khalasi stood concluded i.e. to say he could not be offered appointment despite the fact that his name appeared in the panel of candidates approved for appointment as Electric Khalasi. As stated above the management have failed to produce Sri R. H. Yadav, Head Clerk, D.R.M. Office (Lit) Allahabad, whose affidavit was got filed by the management in support of the above Plea. Despite that Sri S. C. Dubey, the authorised representative for the management has referred, during the course of his arguments, to some of the documents filed by Sri Yadav with his affidavit. Sri Dubey has referred to annexure 5 of the affidavit of Sri Yadav in which the date of birth of the workman is given as 5-7-46 and he is stated to have passed class III on 14-5-55. He has then referred to annexure III which is the copy of letter dt. 22-3-83, from the D.P.O. Northern Rly. Allahabad, to the workman in which it is stated that on inquiry made it has been found that there is no school of the name of Valcpa Junior High School Dhakanpur at Kanpur. So his case for appointment cannot be considered.

7. Firstly in the absence of proof of these documents, no notice can be taken of the submissions made by Sri Dubey on behalf of the management. Secondly, there is no evidence from the side of the management to show as to of which officer of the Railway made the inquiry and from whom the inquiry was made by him and what was the reply received by him from the person from whom he made the inquiry. Therefore, as remarked earlier by me, there is absolutely no evidence from the side of the management in respect of the plea raised in the written statement that on the point of date of birth the workman submitted fabricated documents.

8. During cross examination of the workman he was not confronted with the documents alleged to have been submitted by him in connection with his appointment as Electric Khalasi.

9. In his cross examination, the workman admitted the fact that from him a certificate regarding his date of birth was deposited by the railway. He has also admitted that he submitted a certificate of Balika Junior High School, Dhaknapurwa in which his date of birth was given and in which it was stated that he had passed class III. According to him thereafter no certificate in connection with his date of birth was submitted by him to the railway from him. He has also stated that it was not a recognised school and that for the last 14-15 years this school is not in existence.

10. So any inquiry in this regard would have proved futile. The only thing which could be seen was whether or not the certificate submitted by the workman was genuine or not i.e. to say whether or not it appeared to have been issued more than 5 or 6 years of the date of submission of the document by him before the railway.

11. During the course of arguments it was inquired from Sri Dubey by the Tribunal whether the appointment of the workman was dependant upon any document showing the date of his birth, Sri Dubey

replied that it was and according to him there was no other requirement. If it were so, the workman could have been asked to produce the copy of extract from the Kutumb Register maintained in his village. I may state here that from his statement, it appears that the workman is resident of some village in District Pratapgarh. If any other condition precedent was there, the date of his birth could have been ascertained on the basis of copy of extract of Kutumb Register issued by the Gram Pradhan. There was no justification on the part of the management to end his appointment. I do agree that in every service the date of birth of the employee is essential. Date of birth is relevant for the purposes of knowing as to when an employee would attain the age of superannuation.

12. I, therefore, hold that the action of the management in ending/terminating the services of the workman Sri Ram Dhani was neither legal nor justified. Consequently he is reinstated in service w.c.f. 23-11-82 and confirmed in the regular service from the date on which his juniors in the panel was made permanent in the service, with full back wages and all consequential benefits.

13. Reference is answered accordingly.

ARJAN DEV, Presiding Officer.

नई विल्सनी 22 कार्य, 1993

का.धा. 752: —ओशोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्यापण में केन्द्रीय सरकार, पंजाब एवं चिंडी बैंक के प्रबन्धसंघ के संबंध नियोजकों और उनके कर्मकारों के भीच, पंजाब में निविल्ड ओशोगिक विवाद में केन्द्रीय सरकार ओशोगिक मधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-1993 को प्राप्त हुआ था।

[संख्या पल-12012/152/90-भाई प्रार (की-2)]
वी.के. वणुगोपालन, डैस्ट्रिक्ट मधिकारी

New Delhi, the 22nd March, 1993

S.O. 752.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal CHANDIGARH as shown in the Annexure in the Industrial Dispute between employers in relation to the management of PUNJAB AND SIND BANK and their workmen, which was received by the Central Government on 19-3-1993.

[No. I-12012/152/90-IR (B-II)]
V. K. VENUGOPALAN, Desk Officer.

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER
CUM LABOUR COURT, CHANDIGARH
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-

Case No. I. D. 115/90

Lok Prasad Sharma Vs. Punjab and Sind Bank.

For the Workman : Shri H. S. Ghuman.

For the Management : Shri Kanwaljit Singh.

AWARD

Central Government vide Gazette notification No. I-12012/152/90-L.R.B. II, dated 29-8-1990 issued U/S 10(1) (d) of the I. D. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab and Sind Bank in terminating the services of Shri Lok Prasad Sharma, Peon at their District Co-ordinator Office, Sangrur w.e.f. 24-11-1989 is legal and justified ? If not, to what relief the concerned workman is entitled and from what date ?"

2. Present case is at the stage of evidence of the workman. However the petitioner Lok Prasad Sharma has made statement that the Union has entered into agreement with the Respondent Bank. This settlement is Ex. Cl. This settlement is also acceptable to me. No dispute award be returned to the Ministry and the Settlement Ex. Cl. shall form part of the award.

Kanwaljit Singh appearing on behalf of the management stated that settlement Ex. Cl. is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. Cl. dated 16-10-1992, a no dispute award is returned to the Ministry. However settlement Ex. Cl. shall also form part of the award and be implemented in its letter and spirit as undertaken by the Respondent Management.

CHANDIGARH :

12-1-1993

ARVIND KUMAR, Presiding Officer.

MEMORANDUM OF SETTLEMENT DATED 16-10-1992 BETWEEN THE MANAGEMENT OF PUNJAB AND SIND BANK AND THEIR WORKMEN AS REPRESENTED BY THE ALL INDIA PUNJAB AND SIND BANK STAFF ORGANISATION [UNDER SECTION 2(P) AND SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947] READ WITH RULE 58 OF THE INDUSTRIAL DISPUTE (CENTRAL) RULES, 1957.

Representing the Management.—

- (1) S. Sarabjit Singh, DGM (Adv.)
- (2) S. S. S. Bedi, DGM (Pers)
- (3) S. M. S. Kapoor, DGMOD and (CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Shri N. S. Sedhi, CM (IR)
- (6) Shri Ashok K. Agarwal Sr. Manager (IR)

Representing the Workmen :

- (1) Shri J. S. Rosha, President
- (2) Shri P. C. Anand, Vice President
- (3) Shri Gautam Sen Gupta, General Secretary
- (4) S. Simran Singh, AGM (IR)
- (5) Shri Lakhbir Singh, Asstt. Secretary
- (6) Shri Parveen Goyal, Asstt. Secretary
- (7) Shri Shiv Shankar Sikdar, CC Member

The All India Punjab and Sind Bank Staff Organisation, highlighted the plight of temporary peons in the present socio-economic crisis. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab and Sind Bank Staff Organisation agree that cases of temporary employees against permanent vacancies at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :

(A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of

12 consecutive months commencing from 15/4/80. Their interse seniority would be determine statewise on the basis of the date on which they first worked as temporary employees as per bank's available records.

(B) Thereafter, the other employees not failing in the above category but have atleast worked for 90 days from 1-1-1982 to date in this settlement i.e. 16-10-1992 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees failing in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age and the qualification of the said temporary employees would be reckoned on the date first time worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the name. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Acts (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken up only at Head Office level of Punjab and Sind Bank and All India Punjab and Sind Bank Staff Organisation.

For Management of Punjab and Sind Bank

- Sd./-
- (1) S. S. S. Bedi, DGM (Pers)
 - Sd./-
 - (2) Shri Ashok K. Aggarwal, Sr. Manager (IR),

WITNESSES :

- Sd./-
- (1) Lajwinder Singh-Manager (IR)

For Workmen, All India Punjab and Sind Bank Staff Organisation :

- Sd./-
- (1) S. J. S. Rosha, President
 - Sd./-
 - (2) Shri Gautam Sen Gupta, General Secretary,
 - Sd./-
 - (2) Mahesh Aggarwal, Clerk/Typist
H. O. Security Department.

नई दिल्ली 22 मार्च, 1993

का.आ. 753:—**श्रीरामानंद** | विदाव अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार पंजाब एवं सिंध बैंक के प्रबन्धनात्मक के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, खड़ीगढ़ के पंथपट को प्रशासित करती है, जो केन्द्रीय सरकार को 19-3-1993 को प्राप्त हुआ था।

[संख्या एन-12012/389/90-पाइटर / (वी-2)]
श्री.के. वेणुगोपालन, ईम्प्लॉयमेंट अधिकारी

New Delhi, the 22nd March, 1993

S.O. 753.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government industrial Tribunal, CHANDIGARH as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of PUNJAB & SIND BANK and their workmen which was received by the Central Government on 19-3-1993.

[No. L-12012/389/90-IR/(B-II)]
V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 43/91

Paramjit Singh Vs. Punjab & Sind Bank

For the workman : Shri H. S. Ghuman.

For the management : Shri Kanwal Jit Singh

AWARD

Central Government vide gazette notification No. L-12012/389/90-IR. (B. III), dated 5-4-1991 issued U/S 10(1) (d) of the I. D. Act, 1947 referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the Regional Manager, Punjab and Sind Bank Ludhiana in terminating services of Shri Paramjit Singh Peon S/o Sh. Sohan Singh w.e.f. 20-2-1989 is justified ? If not then what relief the workman is entitled to ?"

2. Present case was at the stage of reply by the management. However the parties have entered into settlement. Mr. H. S. Ghuman convener, Punjab and Sind Bank, Staff Organisation Regd. has made statement that he is authorised representative of the workman. He has placed Settlement Ex. C1 dated 16-10-1992 on the record. He has also stated that no dispute award be sent to the Ministry in view of the settlement and the settlement shall also form part of the said award. Kanwaljit Singh appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. C1 dated 16-10-1992, a no dispute award is returned to the Ministry. However Settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as under taken by the Respondent management.

Chandigarh, 12-1-1993.

ARVIND KUMAR, Presiding Officer

MEMORANDUM OF SETTLEMENT DATED 16-10-1992
BETWEEN THE MANAGEMENT OF PUNJAB AND
SIND BANK AND THEIR WORKMAN AS REPRESEN-
TED BY THE ALL INDIA PUNJAB AND SIND BANK
STAFF ORGANISATION (UNDER SECTION 2(P) AND
SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT,
1947 READ WITH RULES 58 OF THE INDUSTRIAL
DISPUTES (CENTRAL) RULES, 1957

Representing the Management :—

- (1) S. Sarabjit Singh, DGM (Adv)
- (2) S. S. S. Bedi, DGM (Pers)
- (3) S. M. S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Shri N. S. Sethi, CM (IR)
- (6) Ashok K. Aggarwal, Sr. Manager (IR).

Representing the Workmen :—

- (1) Shri J. S. Rosha, President
- (2) Shri P. C. Anand, Vice President
- (3) Shri Gautam Sen Gupta, General Secretary
- (4) Shri Balkar Singh, Secretary
- (5) Shri Lakhbir Singh, Asstt. Secretary
- (6) Shri Parveen Goyal, Asstt. Secretary
- (7) Shri Shiv Shankar Sikdar, CC Member

The All India Punjab and Sind Bank Staff Organisation highlighted the plight of temporary peons in the present social economic crises. After lot of deliberations and considering the constraints at the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab and Sind Bank Staff Organisation agree that cases of temporary employees against permanent vacancies at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :—

- (A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15/4/80. Their interse seniority would be determined state-wise on the basis of the date in which they first worked as temporary employees as per bank's available records.
- (B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-1982 to date of this settlement i.e. 16-10-1992 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age and the qualification of

(B) Thereafter, the other employees not falling in the first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the bank. On regularising the temporary employees against the vacancies so determined their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Act (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken up only at Head Office level of Punjab and Sind Bank and All India Punjab and Sind Bank Staff Organisation.

For Management of Punjab & Sind Bank.

Sd./-

(1) S. S. S. Bedi, DGM (Pers)

Sd./-

(2) Shri Ashok K. Aggarwal, Sr. Manager (IR).

For Workmen, All India Punjab & Sind Bank Staff Organisation .

Sd./-

(1) S. J. S Rosha, President

Sd./-

(2) Shri Gautam Sen Gupta, General Secretary

WITNESSES :

Sd./-

(1) Lajwinder Singh Manager (IR)

Sd./-

Mahesh Aggarwal, Clerk/Typist
H. O. Security Department.

नई दिल्ली, 22 मार्च, 1993

का.प्रा. 754:—ओद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिंध बैंक के प्रबन्धताल के मंबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुसंध में निविष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक प्रधिकरण, चंडीगढ़ के पंचायत को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-1993 को प्राप्त हुआ था।

[मंडपा एस-12012/451/90-आई आर (वी-2)]

वी.के. वेणुगोपालन, डैस्ट्रक्ट ग्राहिकारी

New Delhi, the 22nd March, 1993

S.O. 754.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of PUNJAB & SIND BANK and their workmen, which was received by the Central Government on 19-3-93.

[No. I-12012/451/90 IR(B-II)]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 85/91

Ashok Kumar Vs. Punjab & Sind Bank.

For the workman.—Sh. H. S. Ghuman.

For the management.—Sh. Kanwal Jit Singh.

AWARD

Central Govt. vide gazettee notification No. I-12012/451/90/I.R. B. dated 24-6-91 issued U/S 10(1)(d) of the I. D. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Regional Manager, Punjab and Sind Bank Jalandhar, in terminating the services of Sh. Ashok Kumar Peon w.e.f. 19-7-1989 is justified ? If not to what relief is the workman entitled ?"

2. Present case was at the stage of pleadings of the workman. However the parties have entered into settlement. Mr. H. S. Ghuman convenor, Punjab and Sind Bank, Staff Organisation Regd. has made statement that he is authorised representative of the workman. He has placed Settlement Ex. C1, dated 16-10-92 on the record. He has also stated that no dispute award be sent to the Ministry in view of the settlement and the settlement shall also form part of the said award. Harinder Pal Singh appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. C1 dated 16-10-1992, a no dispute award is returned to the Ministry. However Settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as under taken by the respdt. management.

Chandigarh,

12-1-93.

ARVIND KUMAR, Presiding Officer

**MEMORANDUM OF SETTLEMENT DATED 16-10-92
BETWEEN THE MANAGEMENT OF PUNJAB AND
SIND BANK AND THEIR WORKMEN AS REPRE-
SENTED BY THE ALL INDIA PUNJAB & SIND BANK
STAFF ORGANISATION (UNDER SECTION 2(P) AND
SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT,
1947, READ WITH RULE 58 OF THE INDUSTRIAL
DISPUTE (CENTRAL) RULES, 1957**

Representing the Management :

- (1) S. Sarabjit Singh, DGM (Adv).
- (2) S. S. S. Bedi, DGM (Pers)
- (3) S. M. S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Sh. N. S. Sethi, CM (IR)
- (6) Sh. Ashok K. Aggarwal, Sr. Manager (IR)

Representing the Workmen :

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Parveen Goyal, Asstt. Secretary
- (7) Sh. Shiv Shankar Sikdar, CC Member

The All India Punjab & Sind Bank Staff Organisation highlighted the plight of temporary peons in the present economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab & Sind Bank Staff Organisation agree that cases of temporary employees against permanent vacancies at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :

- (a) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-80. Their interse seniority would be determine state-

wise on the basis of the date on which they first worked as temporary employees as per bank's available records.

- (b) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-1982 to date. In this settlement i.e. 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age and the qualification of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the bank. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Acts (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken uponly at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

For Management of Punjab & Sind Bank

- (1) S.S.S. Bedi, DGM (Pers)
- (2) Sh. Ashok K. Agarwal, Sr. Manager (IR).

WITNESSES :

(1) Lajwinder Singh-Manager (IR)

For Workmen, All India Punjab & Sind Bank Staff Organisation

- (1) S.J.S. Rosha, President
- (2) Sh. Gautam Sen Gupta, General Secretary
- (2) Mahesh Aggarwal, Clerk Typist H.O. Security Deptt.

महिनी, 22 मार्च, 1993

का.धा. 755:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार अंजाव प्रैस बैंक के प्रबन्धनात्मक के मंवद्दु नियोजकों और उनके कर्मकारों के शीघ्र अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

श्रिविरण चंडीगढ़ के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-1993 से प्राप्त हुआ था।

[मंडशा एल-12012/177/90-प्रैस प्रैर (बो-2)]

था.क. वेणुगोपालन, डैर्क अधिकारी

New Delhi, the 22nd March, 1993

S.O. 755.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, CHANDIGARH as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of PUNJAB & SIND BANK and their workmen, which was received by the Central Government on 19-3-93.

[No. L-12012/177/90 IR(B-II)]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. ID. 129/90

Sukhdarshan Singh Vs. Punjab & Sind Bank.

For the workman.—Shri H. S. Ghuman.

For the management.—Shri Kanwaljit Singh.

AWARD

Central Govt. vide gazettee notification No. L-12012/177/00-I.R.B.II dated 1-10-1990 issued U/S 10(1)(d) of the I.D. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of Punjab & Sind Bank represented through Regional Manager, Punjab & Sind Bank Regional Office, Ludhiana (P.B.) in terminating the services of S. Sukhdarshan Singh Peon w.e.f. 30-6-87 is justified ? If not what other relief the workman is entitled to and with what effect ?"

2. Present case was at the stage of evidence of the workman. However the parties have entered into settlement. Mr. H. S. Ghuman convener, Punjab and Sind Bank Staff Organisation Regd. has made statement that he is authorised representative of the workman. He has placed Settlement Ex. C1 dated 16-10-1992 on the record. He has also stated that no dispute award be sent to the Ministry in view of the settlement and the settlement shall also form part of the said award. Kanwaljit Singh appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. C1 dated 16-10-1992, a no dispute award is returned to the Ministry. However Settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as under taken by the resptd. management.

Chandigarh.

12-1-93.

Sd/- Illegible

MEMORANDUM OF SETTLEMENT DATED 16-10-92 BETWEEN THE MANAGEMENT OF PUNJAB AND SIND BANK AND THEIR WORKMEN AS REPRESENTED BY THE ALL INDIA PUNJAB & SIND BANK STAFF ORGANISATION (UNDER SECTION 2(P) AND SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947, READ WITH RULE 58 OF THE INDUSTRIAL DISPUTES (CENTRAL) RULES, 1957

Representing the Management

(1) S. Sarabjit Singh, DGM (Adv)

(2) S.S.S. Bedi, DGM (Pers)

- (3) S.M.S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Sh. N. S. Sethi, CM (IR)
- (6) Sh. Ashok K. Aggarwal, Sr. Manager (IR)

Representing the Workmen

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Parveen Goyal, Asstt. Secretary
- (7) Sh. Shiv Shankar Sikdar, CC Member

The All India Punjab & Sind Bank Staff Organisation highlighted the plight of temporary peons in the present socio-economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab & Sind Bank Staff Organisation agree that cases of temporary employees against permanent vacancies at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :

- (a) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-80. Their interse seniority would be determine state-wise on the basis of the date on which they first worked as temporary employees as per bank's available records.
- (b) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-82 to date in this settlement i.e. 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age & the qualification of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the Bank. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 38 of the Industrial Disputes Acts (Central Rules) so that terms and conditions thereof the binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken up only at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

For Management of Punjab & Sind Bank

- (1) S. S. S. Bedi, DGM (Pers)
- (2) Sh. Ashok K. Aggarwal, Sr. Manager (IR).

WITNESSES :

- (1) Lajwinder Singh-Manager (IR).

For Workmen, All India Punjab & Sind Bank Staff Organisation

- (1) S. J. S. Rosha, President
- (2) Sh. Gautam Sen Gupta, General Secretary.
- (2) Mahesh Aggarwal, Clerk Typist H.O. Security Dep't.

V. K. VENUGOPALAN, Desk Officer

नई दिल्ली, 22 मार्च, 1993

का.प्रा. 756:—आद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार और बैंक के प्रबन्धतंत्र के संबंध नियोजनों और उनके कार्यकारों के बीच अनुबंध में निर्विष्ट आद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण चंडीगढ़ के पंचायत का प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-1993 का प्राप्त हुआ था।

[संख्या पल-12012/16/89-D-II-2 (ए)]
वी.के. बेंगुपालन, इस्क अधिकारी

New Delhi, the 22nd March, 1993

S.O.756.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 19-3-93.

[No. 1-12012/16/89-D.II-A]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. 1D 134/89

Nirmal Singh Vs. Punjab & Sind Bank.

For the workman.—Shri Tek Chand Sharma.

For the management.—Shri J. S. Bawa.

AWARD

Central Govt. vide gazettee notification No. L-12012/16/89-D.II(A) dated 18-8-1989 issued U/s 10(10)(d) of the I.D. Act 1947 referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Nirmal Singh and not considering him for further employment while recruiting fresh hands under Sec. 25H of the I.D. Act is justified ? If not, to what relief is the workman entitled ?”

2. Present case is at the stage of evidence of the workman. However the petitioner Nirmal Singh has made statement that the Union has entered into agreement with the Resptd. Bank. This settlement is Ex. C1. This settlement is also acceptable to me. No dispute award be returned to the Ministry and the settlement Ex. C1, shall form part of the award.

J. S. Bawa appearing on behalf of the management stated that settlement Ex. C1. is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. C1, dated 6-10-1992 a no dispute award is returned to the Ministry. However settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as undertaken by the Resptd. Management. Chandigarh.

Dated 11-2-1993.

ARVIND KUMAR, Presiding Officer

Memorandum of settlement dated 16-10-92 between the Management of Punjab & Sind Bank and Their Workmen as represented by the All India Punjab & Sind Bank Staff Organisation (under section 2(P) and section 18 (1) of the Industrial Disputes Act, 1947, read with Rules 58 of the Industrial Disputes (Central) Rules, 1957.

Representing the Management :--

- (1) S. Sarabjit Singh, DGM (Adv.)
- (2) S. S. S. Bedi, DGM (pers)
- (3) S. M. S. Kapoor, DGM (OD&CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Sh. N. S. Sethi, CM (IR)
- (6) Sh. Ashok K. Aggarwal, Sr. Manager (IR)

Representing the Workmen :

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Parveen Goyal, Asstt. Secretary
- (7) Sh. Shiv Shankar Sikdar, CC Member.

The All India Punjab & Sind Bank Staff Organisation highlighted the plight of temporary peons in the present socio-economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab & Sind Bank Staff Organisation (under section 2(P) and section 18 (1) of the permanent vacancies at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :

- (A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-80. Their interse seniority would be determined statewise on the basis of the date on which they first worked as temporary employees as per bank's available records.
- (B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-82 to date to this settlement i.e. 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the

opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age & the qualifications of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the bank. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probations in permanent subordinate cadre.

This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement. Copies of his memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the industries Disputes Acts (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken up only at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

For Management of Punjab & Sind Bank :

- (1) S. S. S. Bedi, DGM (Pers)
- (2) Sh. Ashok K. Aggarwal, Sr. Manager (IR),

Witnesses :

- (1) Lajwinder Singh-Manager (IR).
- (2) Mahesh Aggarwal, Clerk/Typist H. O. Security Depit.

For Workmen, All India Punjab & Sind Bank Staff

Organisation :

- (1) S. J. S. Rosha, President
- (2) Sh. Gautam Sen Gupta, General Secretary

महं विलीनी, 22 मार्च 1993

का.आ. 757:—बीदीगढ़ विवाद प्राधिनियम 1947 (1947 का 14) को धारा 17 के प्रभुरूप ग्रन्ति एवं भाव एवं सम्बन्ध बीच के प्रबन्धतात्व के संश्लेषणों और उनके कर्मकारों के बीच प्रबन्ध में निर्विट औद्योगिक विवाद में केन्द्रीय मरकार औद्योगिक अधिकारण बीडीगढ़ के पंचपट को प्रकाशित करती है जो केन्द्रीय मरकार को 19-3-1993 को प्राप्त हुआ था।

[मंगला एल-12012/373/89-डी-2(ए)]

षो.के. वेणुगोपालन, डैस्ट्रक्ट्र अधिकारी

New Delhi, the 22nd March, 1993

S.O. 757.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown by the Annexure in the Industrial Dispute between the employer in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 19-3-93.

[No. L-12012/373/89-DJI(A)]
V. K. VINUGOPALAN, Desk Officer.

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 38/90

Amarjeet Singh Vs. Punjab & Sind Bank
For the workman :

For the management—Shri Kanwaljit Singh.

AWARD

Central Government vide Gazette Notification No. L-12012/373/89-D.II(A) dated 21-3-90 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab & Sind Bank in relation to their Sirsa Branch in terminating the services of Shri Amarjeet Singh S/o Shri Ramdhan Singh is justified? If not, to what relief is the workman entitled?"

Present case is at the stage of rejoinder and affidavit of the workman. However the petitioner Amarjeet Singh has made statement that the Union has entered into agreement with the Resptd. Bank. This settlement is Ex. C1. This statement is also acceptable to him. No dispute award be returned to the Ministry and the Settlement Ex. C1 shall form part of the award.

Kanwaljit Singh appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statement made by both the parties on account of settlement arrived between them and further settlement Ex. C1 is date 16-10-1992, as no dispute award is returned to the Ministry. However settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as under taken by the Resptd. management.

ARVIND KUMAR, Presiding Officer

Chandigarh,

2-2-1993.

Memorandum of Settlement dated 16-10-92 between the Management of Punjab and Sind Bank and their workmen as represented by the All India Punjab and Sind Bank Staff Organisation Under Section 2(P) and Section 18(1) of the Industrial Disputes Act, 1947, read with Rule 58 of the Industrial Disputes (Central) Rules, 1957.

Representing the Management :

- (1) S. Sarbjit Singh, DGM (Adv.)
- (2) S.S.S. Bedi, DGM (Pers.)
- (3) S.M.S. Kapoor, DGM (OD&CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Shri N. S. Sethi, CM (IR)
- (6) Shri Ashok K. Aggarwal, Sr. Manager (IR)

Representing the Workmen :

- (1) Shri J. S. Rosha, President
- (2) Shri P. C. Anand, Vice President
- (3) Shri Gautam Sen Gupta, General Secretary
- (4) Shri Balkar Singh, Secretary
- (5) Shri Lakhbir Singh, Asst. Secretary
- (6) Shri Parveen Goyal, Asstt. Secretary
- (7) Shri Shiv Shankar Sikdar, CC Member

The All India Punjab and Sind Bank Staff Organisation highlighted the plight of temporary peons in the present socio-economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab & Sind Staff Organisation agreed that cases of temporary employees against permanent vacancies at the state level to be notified by the bank from time

to time will be considered for absorption in the subordinate cadre in the following manner :

- (A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-80. Their interse seniority would be determined state-wide on the basis of the date in which they first worked as temporary employees as per bank's available records.
- (B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-82 to date in this settlement i.e. 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligible as regard to the age and the qualification of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the bank. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Acts (Central Rules) so that terms and conditions thereof the binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter wil be taken up only at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

For Management of
Punjab & Sind Bank

Sd/-

(1) S.S.S. Bedi, DGM (Pers.)
Sd/-

(2) Sh. Ashok K. Aggarwal, Sr. Manager (IR)

For Workmen, All India Punjab
& Sind Bank Staff Organisation

Sd/-

(1) S.J.S. Rosha, President
Sd/-

(2) Sh. Gautam Sen Gupta,
General Secretary

WITNESSES :

- (1) Lajwinder Singh, Manager (IR)
- (2) Mahesh Aggarwal,Clerk/Typist,

H.O. Security Deptt.

नई विली, 22 मार्च, 1993

का.आ. 758:—ओदोगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के प्रत्युत्तरण में केन्द्रीय सरकार पैदाव प्रत्युत्तरण के प्रबन्धसंबंध के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनबंध में निर्विष्ट ओदोगिक विवाद में केन्द्रीय सरकार ओदोगिक अधिकारण बंडीगढ़ के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-1993 को प्राप्त हुआ था।

[संख्या एन-12012/385/89-डी-2 (ए)]
वी.के. बण्णगोपालन डैम्प अधिकारी

New Delhi, the 22nd March, 1993

S.O. 758.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 19th March, 1993.

[No. L-12012/385/89-D. II (A)]
V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 45/90

Mohinder Singh

Vs

Punjab & Sindh Bank

For the workman—Shri H. S. Ghuman.

For the management—Shri Kanwal Jit Singh

AWARD

Central Government vide gazette notification No. L-12012/385/89-D.II(A) dated 26th March, 1990 issued U.S. 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Mohinder Singh, Peon is justified? If not, to what relief is the workman entitled?"

2. Present case was at the stage of evidence of the workman. However the parties have entered into settlement. Mr. H. S. Ghuman convener, Punjab and Sind Bank, Staff Organisation (Regd.) has made statement that he is authorised representative of the workman. He has placed Settlement Ex. C1 dated 16th October, 1992 on the record. He has also stated that no dispute award be sent to the Ministry in view of the settlement and the settlement shall also form part of the said award. Kanwaljit Singh appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. C1 dated 16th October, 1992, a no dispute award is returned to the Ministry. However Settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as under taken by the respondent management.

Chandigarh,
12-1-1993

ARVIND KUMAR, Presiding Officer

MORANDUM OF SETTLEMENT DATED 16-10-92
BETWEEN THE MANAGEMENT OF PUNJAB AND SIND BANK AND THEIR WORKMEN AS REPRESENTED BY
THE ALL INDIA PUNJAB & SIND BANK STAFF ORGANISATION [UNDER SECTION 2(P)] AND SECTION
8(1) OF THE INDUSTRIAL DISPUTES ACT, 1947, READ
WITH RULE 58 OF THE INDUSTRIAL DISPUTES
(CENTRAL) RULES, 1957

Representing the Management :

- (1) S. Sarabjit Singh, DGM (Adv.)
- (2) S. S. S. Bedi, DGM (Pers.)
- (3) S. M. S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, (AGM (IR))
- (5) Shri N. S. Sethi, CM (IR)
- (6) Sh. Ashok K. Aggarwal, Sr. Manager (IR).

Representing the Workmen :

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Parveen Goyal, Asstt. Secretary
- (7) Sh. Shiv Shankar Sikdar, CC Member.

The All India Punjab & Sind Bank Staff Organisation highlighted the plight of temporary peons in the present socio-economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab & Sind Bank Staff Organisation agree that cases of temporary employees against permanent varancies at State level to be notified by the bank from time to time will be considered for absorption in the sub-ordinate cadre in the following manner :

(A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15th April, 1980. Their interse seniority would be determined Statewise on the basis of the date on which they first worked as temporary employees as per bank's available records.

(B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1st Jan., 1982 to date in this settlement i.e. 16th October, 1992 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serial-wise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age & the qualifications of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the same. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Act (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken up only at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

FOR MANAGEMENT OF PUNJAB & SIND BANK :

Sd/-

(1) S. S. S. Bedi, DGM (Pers.)

Sd/-

(2) Sh. Ashok K. Aggarwal,
Sr. Manager (IR)

WITNESSES :

Sd/-

(1) Lajwinder Singh, Manager (IR)

Sd/-

(2) Mahesh Aggarwal, Clerk/Typist
H.O. Security Deptt.

FOR WORKMEN, ALL INDIA PUNJAB & SIND BANK STAFF ORGANISATION :

Sd/-

(1) S. J. S. Rosha, President

Sd/-

(2) Sh. Gautam Sen Gupta, General
Secretary

मई विल्ली, 22 मार्च, 1993

का.शा. 759:—ओर्थोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्युत्तर में, केन्द्रीय सरकार, पंजाब एवं झिंडी देश के प्रबन्धसंच के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निश्चिप्त ओर्थोगिक विवाद में केन्द्रीय सरकार ओर्थोगिक अधिकरण, चंहीगढ़ के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-1993 को प्राप्त हुआ था।

[मंस्ता पत्र-12012/377/89-आई गार (बी-2)]
वी.के. वेणुगोपलन, डैस्ट्रिक्ट अधिकारी

New Delhi, the 22nd March, 1993

S.O. 759.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 19th March, 1993.

[No. L-12012/377/89-IR(B-II)]
V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 105/91

Prem Singh

Vs.

Punjab & Sind Bank

For the workman—Shri R. K. Chopra.

For the management—Shri Kanwaljit Singh.

AWARD

Central Government vide gazette notification No. L-12012/377/89-IR. B.II dated 8th August, 1991 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Punjab & Sind Bank in relation to their Sirsa branch in terminating the services of Sh. Prem Singh S/o Shri Sher Singh w.e.f. 28th July, 1988 is just, fair and legal? If not, to what relief the concerned workman is entitled to?

2. During the course of proceedings the representative of the workman R. K. Chopra has made statement that the Union has entered into agreement with Respondent Bank. This settlement is Ex. C1. This settlement is also acceptable to him. No dispute award be returned to the Ministry and the Settlement Ex. C1 shall form part of the award.

Kanwaljit Singh appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. C1 dated 16th October, 1992 a no dispute award is returned to the Ministry. However settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as under taken by the Respondent management.

Chandigarh,
12-1-1993.

ARVIND KUMAR, Presiding Officer

MEMORANDUM OF SETTLEMENT DATED 16-10-92 BETWEEN THE MANAGEMENT OF PUNJAB AND SIND BANK AND THEIR WORKMEN AS REPRESENTED BY THE ALL INDIA PUNJAB & SIND BANK STAFF ORGANISATION [UNDER SECTION 2(P)] AND SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947, READ WITH RULE 58 OF THE INDUSTRIAL DISPUTES (CENTRAL) RULES, 1957

Representing the Management :

- (1) S. Sarabjit Singh, DGM (Adv.)
- (2) S. S. S. Bedi, DGM (Pers.)
- (3) S. M. S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, (AGM) (IR)
- (5) Shri N. S. Sethi, CM (IR)
- (6) Sh. Ashok K. Aggarwal, Sr. Manager (IR).

Representing the Workmen :

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Parveen Goyal, Asstt. Secretary
- (7) Sh. Shiv Shankar Sikdar, CC Member.

The All India Punjab & Sind Bank Staff Organisation highlighted the plight of temporary peons in the present socio-economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab & Sind Bank Staff Organisation agree that cases of temporary employees against permanent vacancies at all State level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner:

- (A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15th April,

1980. Their interse seniority would be determined Statewise on the basis of the date on which they first worked as temporary employees as per batch & available records.

(B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1st January, 1982 till settlement i.e. 16th October, 1992 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serial wise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age & the qualifications of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the Bank. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Acts (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken up only at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

FOR MANAGEMENT OF PUNJAB & SIND BANK :

Sd/-

(1) S. S. S. Bedi, DGM (Pers.)

Sd/-

(2) Sh. Ashok K. Aggarwal,
Sr. Manager (IR)

WITNESSES :

Sd/-

(1) Iajwinder Singh, Manager (IR)

(2) Mahesh Aggarwal, Clerk/Typist
H.O. Security Deptt.

FOR WORKMEN, ALL INDIA PUNJAB & SIND BANK STAFF ORGANISATION :

Sd/-

(1) S. J. S. Rosha, President
Sd/-

(2) Sh. Gautam Sen Gupta, General Secretary
Sd/-

(2) Mahesh Aggarwal, Clerk/Typist
H.O. Security Deptt.

नई दिल्ली, 22-मार्च, 1993

का.आ. 760.:—श्रीयोगिन विवाद अधिनियम 1947 (1948 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार पंजाब एवं गिरि वैक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निरिट जीर्णांग विवाद में केन्द्रीय सरकार और्योगिक अधिकारण चंडीगढ़ के पंचायत को प्रतापित करनी है जो केन्द्रीय सरकार का 19-3-1993 को प्राप्त हुआ था।

[मंद्रा एन-12012/199/89-ही-2 (ए)]
वी.के. वेनुगोपालन, डेस्क प्रधिकारी

New Delhi, the 22nd March, 1993

S.O. 760.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 19-3-93.

[No. L-12012/199/89/D.IIA]
V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-
LABOUR COURT, CHANDIGARH
Case No. I.D. 60/90

Kehar Singh Vs. Punjab & Sind Bank.
For the workman—Shri H. S. Bath.
For the management—Shri Kanwaljit Singh.

AWARD

Central Govt. vide gazette notification No. L-12012/199/89-D. IIA dated 24/4/90 issued U/s. 10(1)(d) of the I.D. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the management of Punjab & Sind Bank is liable to consider Sh. Kehar Singh Ex-peon for appointment against future vacancies in the sub-ordinate cadre and if so, in what manner "

2. In the present case the representative of the petitioner H. S. Bath has made statement that the Union has entered into agreement with the Resptd. Bank. This settlement is Ex. C1. This settlement is also acceptable to me. No dispute award be returned to the Ministry and the Settlement Ex. C1 shall form part of the award. Kanwaljit Singh appearing on behalf of the management, stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statement made by both the parties on account of settlement arrived between them and further settlement Ex. C1 dated 16-10-92, a no dispute award is returned to the Ministry. However settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as under taken by the Resptd. management.

Chandigarh.

2-2-1993,

MEMORANDUM OF SETTLEMENT DATED 16-10-1992
BETWEEN THE MANAGEMENT OF PUNJAB AND
SIND BANK AND THEIR WORKMEN AS REPRESENTED
BY THE ALL INDIA PUNJAB AND SIND BANK
STAFF ORGANISATION (UNDER SECTION 20P) AND
SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT,
1947. READ WITH RULES 58 OF THE INDUSTRIAL
DISPUTE (CENTRAL) RULES, 1957

Representing the Management :

- (1) S. Sarabjit Singh, DGM (Adv)
- (2) S. S. S. BEDI, DGM (Pers)
- (3) S. M. S. Kapoor, DGM (OD & CCP)

- (4) S. Simran Singh, AGM (IR)
 (5) Shri N. S. Sebhi, CM(IR)
 (6) Shri Ashok K. Aggarwal, Sr. Manager (IR).

Representing the Workmen :

- (1) Shri J. S. Rosha, President
 (2) Shri P. C. Anand, Vice President
 (3) Shri Gautam Sen Gupta, General Secretary
 (4) Shri Balkar Singh, Secretary
 (5) Shri Lakhbir Singh, Asstt. Secretary
 (6) Shri Parveen Goyal, Asstt. Secretary
 (7) Shri Shiv Shankar Sikdar, CC Member.

The All India Punjab and Sind Bank Staff Organisation, highlighted the plight of temporary peons in the present socio economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab and Sind Bank Staff Organisation agree that cases of temporary employees against permanent vacancies at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :

- (A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15/4/80. Their interse seniority would be determined state-wise on the basis of the date on which they first worked as temporary employees as per bank's available records.
- (B) Thereafter, the other employees not falling in the above category but has atleast worked for 90 days from 1-1-1982 to date in this settlement i.e. 16-10-1992 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age and the qualification of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the name. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probations in permanent subordinate cadre.

This settlement at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Act (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken up only at Head Office level of Punjab and Sind Bank and All India Punjab and Sind Bank Staff Organisation.

For Management of Punjab and Sind Bank.

- Sd./-
 (1) S. S. S. Bedi, DGM (Pers)
 Sd./-
 (2) Shri Ashok K. Aggarwal, Sr. Manager (IR).

WITNESSES :

- Sd./-

- (1) Lajwinder Singh Manager, (IR)

For Workmen, All India Punjab and Sind Bank Staff Organisation
 Sd./-

- (1) S. J. S. Rosha, President
 Sd./-

- (2) Shri Gautam Sen Gupta, General Secretary.
 Sd./-

- (2) Mahesh Aggarwal, Clerk/Typist
 H. O. Secretary Department.

नई दिल्ली, 22 मार्च, 1993

का.पा. 761.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार, पंजाब एवं सिंघ बैंक के प्रबलतात्म के संबंध नियोजकों और उनके कर्मकारों के बीच भ्रष्टांश में विविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्राधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार द्वारा 19-3-1993 को प्राप्त हुआ था।

[संख्या एल-12012/383/89-डी-2 (ए)]
 वी. के. वेणुगोपालन, डेस्क प्रधिकारी

New Delhi, the 22nd March, 1993

S.O. 761.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workmen, which was received by the Central Government on 19-3-93.

[No. I-12012/383/89-D.II(A)]
 V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
 CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
 CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 37/90

Shiv Kumar Vs. Punjab and Sind Bank.

For the workman :

For the management : Shri Kanwaljit Singh.

AWARD

Central Government vide Gazette notification No. L-12012/383/89-D.II(A) dated 21-3-90 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab and Sind Bank in terminating the services of Shri Shiv Kumar S/O Shri Agya Ram is justified? If not, to what relief is the workman entitled?"

2. Present case is at the stage of rejoinder and affidavit of the workman. However the petitioner Shiv Kumar has made statement that the Union has entered into agreement with the Respondent Bank. This settlement is Ex. C1. This settlement is also acceptable to me. No dispute award be returned to the Ministry and the settlement Ex. C1. shall form part of the award.

Kanwaljit Singh appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. C1 dated 16-10-1992 & no dispute award is returned to the Ministry. However settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as undertaken by the Respondent management.

ARVIND KUMAR, Presiding Officer

Chandigarh,
2-2-1993.

**MEMORANDUM OF SETTLEMENT DATED 16-10-1992
BETWEEN THE MANAGEMENT OF PUNJAB AND SIND BANK AND THEIR WORKMEN AS REPRESENTED BY
THE ALL INDIA PUNJAB AND SIND BANK STAFF
ORGANISATION (UNDER SECTION 2(P) AND SECTION
18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947, READ
WITH RULE 58 OF THE INDUSTRIAL DISPUTES
(CENTRAL) RULES, 1957**

Representing the Management :

- (1) S. Sarabjit Singh, DGM (Adv.)
- (2) S. S. S. Bedi, DGM (Pers.)
- (3) S. M. S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Shri N. S. Sethi, CM (IR)
- (6) Shri Ashok K. Aggarwal, Sr. Manager (IR)

Representing the Workmen :

- (1) Shri J. S. Rosha, President
- (2) Shri P. C. Anand, Vice President
- (3) Shri Gautham Sen Gupta, General Secretary
- (4) Shri Balkar Singh, Secretary
- (5) Shri Lakhbir Singh, Asstt. Secretary
- (6) Shri Parveen Goyal, Asstt. Secretary
- (7) Shri Shiv Shankar Sikdar, CC Member

The All India Punjab and Sind Bank Staff Organisation highlighted the plight of temporary peons in the present social economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab and Sind Bank Staff Organisation agree that cases of temporary employees against permanent vacancies at the states level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :

- (A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-80. Their inter se seniority would be determined state-wise on the basis of the date in which they first worked as temporary employees as per bank's available records.
- (B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-82 to date in this settlement i.e. 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by

preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age and the qualification of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the bank. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Acts (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken up only at Head Office level of Punjab and Sind Bank and All India Punjab and Sind Bank Staff Organisation.

FOR MANAGEMENT OF
PUNJAB & SIND BANK

FOR WORKMEN, ALL
INDIA PUNJAB AND
SIND BANK STAFF
ORGANISATION

Sd/-

(1) S. S. S. Bedi, DGM (Pers)

Sd/-

(2) Sh. Ashok K. Aggarwal,
Sr. Manager (IR)

Sd/-

(1) S. J. S. Rosha, President

Sd/-

(2) Sh. Gautam Sen Gupta,
General Secretary

WITNESSES :

Sd/-

(1) Lajwinder Singh—Manager (IR)
Sd/-

(2) Mahesh Aggarwal, Clerk/
Typist H.O. Security Deptt.

नई दिल्ली, 22 मार्च, 1993

का.आ. 762:—ओशोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के मन्त्रालय में केन्द्रीय सरकार वंशाव एवं सिध बैंक के प्रबन्धसंघ के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुशंश में निश्चित ओशोगिक विवाद में केन्द्रीय सरकार ओशोगिक अधिकरण बंशीगढ़ के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-1993 को प्राप्त हुआ था।

[संख्या एल-12012/230/88-बी-2 (ए)]

श्री के. वैष्णोराज, इंसन प्रविहारी

New Delhi, the 22nd March, 1993

S.O. 762.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employees in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 19th March, 1993.

[No. L-12012/230/88-DHA]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 90/88

Munshi Ram & Jaspal Singh Vs. Punjab & Sind Bank

For the workmen : Shri T. C. Sharma.

For the management : Shri J. S. Bawa

AWARD

Central Government gazette notification No. L-12012/230/88-D.II(A) dated 3-11-1988 issued U/s 10(l)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab & Sind Bank in terminating the services of S. Smti Munshi Ram and Jaspal Singh and not considering them for further employment while recruiting fresh hands under Section 25-H of the ID Act is justified ? If not, to what relief are the concerned workmen entitled ?"

2. Present case is at the stage of evidence of the workmen. However the representative of the workmen Tek Chand Sharma has made statement that the Union has entered into agreement with the respondent Bank. This settlement is Ex. C1. This settlement is also acceptable to me. No dispute award be returned to the Ministry and the settlement Ex. C-1 shall form part of the award.

J. S. Bawa appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statement made by both the parties on account of settlement arrived between them and further settlement Ex. C-1 dated 16-10-92 a no dispute award is returned to the Ministry. However settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as under taken by the respondent management.

ARVIND KUMAR, Presiding Officer

Chandigarh.

Dated : 11-2-1993.

MEMORANDUM OF SETTLEMENT DATED 16-10-92

BETWEEN THE MANAGEMENT OF PUNJAB AND SIND BANK AND THEIR WORKMEN AS REPRESENTED BY THE ALL INDIA PUNJAB & SIND BANK STAFF ORGANISATION UNDER SECTION 2(j) AND SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947, READ WITH RULE 58 OF THE INDUSTRIAL DISPUTE (CENTRAL) RULES, 1957

Representing the Management :

- (1) S. Sarabjit Singh, DGM(Adv).
- (2) S. S. S. Bedi, DGM (Pers).
- (3) S. M. S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, AGM (IR).
- (5) Shri N. S. Sebbi, CM(IR).
- (6) Shri Ashok K. Aggarwal, Sr. Manager (IR).

Representing the Workmen

- (1) Shri J. S. Rosha, President.
- (2) Shri P. C. Anand, Vice-President.
- (3) Shri Gautam Sen Gupta, General Secretary.
- (4) Shri Balkar Singh, Secretary.
- (5) Shri Lakhbir Singh, Asstt. Secretary.
- (6) Shri Parveen Goyal, Asstt. Secretary.
- (7) Shri Shiv Shankar Sikdar, CC Member.

The All India Punjab & Sind Bank Staff Organisation highlighted the plight of temporary peons in the present socio-economic crises after lot of deliberations and considering the requirements of the bank cadre and with a view to set at rest all disputes which have arisen or may arise, the management and All India Punjab & Sind Bank Staff Organisation agree that cases of temporary employees against permanent vacancies at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :

(A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-80. Their initial seniority would be determined statewise on the basis of the date in which they first worked as temporary employees as per bank's available records.

(B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-82 to date to this settlement i.e. 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serial-wise that is first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent banks advertisement or not would be given the opportunity as stated herein above, if they approach the management before to the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the bank and with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age and the qualification of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards.

SC/ST / Physically Handicapped employees would be followed by the bank.

On regularising the temporary employees against the vacancies so determined their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Acts (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, thereafter will be taken up only at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

For Management of Punjab and Sind Bank

- (1) S. S. S. Bedi, DGM(Pers)
- (2) Shri Ashok K. Aggarwal, Sr. Manager (IR).

Witnesses :

- (1) Lojwinder Singh—Manager (IR).

For Workmen—All India Punjab and Sind Bank Staff Organisation.

- (1) S. J. S. Rosha, President.
- (2) Shri Gautam Sen Gupta, General Secretary.
- (2) Mahesh Aggarwal, Clerk/Typist H.O. Security Deptt.

नई दिल्ली, 32 मार्च 1993

का. प्रा. 763—श्रीयोगिनि नियम आधिकारिय 1947 (1947 का 14) की धारा 17 के अनुसार संहारीय सरकार पदाव एवं पिंड बैंक के प्रबन्धदाता के मंजूस नियंत्रणों और उनके कर्मचारों के बीच अनुदेश में नियिट औद्योगिक अधिकार में वैद्यारी सरकार आधिकारिक प्रधिकरण चंडीगढ़ के पंचपट का प्रकाशित करता है जो केंद्रीय सरकार को 19-३-1993 को प्राप्त हुआ था।

[संख्या एन-12012/467/87-डी-३ (ए)]
थी. के. वेणुगोपालन, ईस्ट अधिकारी

New Delhi, the 22nd March, 1993

S.O. 763.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 19-3-93.

[No. L-12012/467/87-D.I.A]
V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. ID 20/88

Ashok Kumar Vs. Punjab and Sind Bank
For the Workmen.—Shri Tek Chand Sharma.
For the management.—Shri J. S. Bawa.

AWARD

Central Govt. vide gazette notification No. L 12012/467/87-D.I.A dated 25-3-1988 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Ashok Kumar, and not considering him for further employment while recruiting fresh hands under sec. 25H of the I.D. Act is justified? If not, to what relief is the workman entitled?"

2. Present case is at the stage of the evidence of the workman. However the petitioner Ashok Kumar has made statement that the Union has entered into agreement with the Respdt. Bank. This settlement is Ex. C1. This settlement is also acceptable to me. No dispute award be returned to the Ministry and settlement Ex. C1, shall form part of the award.

J. S. Bawa appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statement made by both the parties on account of settlement arrived between them and further settlement Ex. C1, dated 16-10-1992 a no dispute award is returned to the Ministry. However settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as undertaken by the Respdt. management, Chandigarh.

Dated 11-2-93.

ARVIND KUMAR, Presiding Officer

Memorandum of settlement dated 16-10-92 between the Management of Punjab and Sind Bank and their workmen as represented by the All India Punjab & Sind Bank Staff Organisation (under section 2(p)) and section 18(1) of the Industrial Dispute Act, 1947, read with Rule 58 of the Industrial Dispute (Central) Rules, 1957.

Representing the Management :

- (1) S. Sarabjit Singh, DGM (Adv)
- (2) S. S. S. Bedi, DGM (Pers)
- (3) S. M. S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Sh. N. S. Sehhi, CM (IR)
- (6) Sh. Ashok K. Aggarwal, Sr. Manager (IR)

Representing the Workmen :

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Tarveen Goyal, Asstt. Secretary
- (7) Sh. Shiv Shankar Sikdar, CC Member.

The All India Punjab & Sind Bank Staff Organisation highlighted the plight of temporary peons in the present socio-economic crises. After lot of deliberations and considering the constraint of the Bank also, and with a view to set at all disputes which have arisen or may arise, the Management and All India Punjab & Sind Bank Staff Organisation agree that cases of temporary employees against permanent vacancies, at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :—

- (A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-80. Their interse seniority would be determine statewide on the basis of the date in which they first worked as temporary employees as per bank's available records.
- (B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-82 to date to this settlement i.e. 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Comis or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age & the qualification of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the part. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims if any, which have already accrued or may arise under any law of settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Act (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken up only at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

For Management of Punjab & Sind Bank :

- (1) S. S. S. Bedi, DGM (Pers)
- (2) Sh. Ashok K. Aggarwal, Sr. Manager (IR).

Witnesses :

- (1) Lajwinder Singh-Manager (IR).
- (2) Mahesh Aggarwal, Clerk/Typist H. O. Security Deptt.

For Workmen, All India Punjab & Sind Bank Staff Organisation :

- (1) S. J. S. Rosha, President,
- (2) Sh. Gautam Sen Gupta, General Secretary.

नई दिल्ली, 22 मार्च, 1993

का.शा.764.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एवं सिंध बैंक के प्रबन्धित दो संबंधित ग्रामीण और उत्तर कर्मचारियों के बीच अनुदृष्टि में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, चंडीगढ़ के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-1993 की प्राप्त हुआ था।

[संख्या पल-12012/312/87-जा 2 (ए)]
वी.के. वेणुगोपालन, ईस्क अधिकारी

New Delhi, the 22nd March, 1993

S.O. 764.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 19-3-93.

[No. I-12012/312/87-D.II.A]
V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 3/88

Kamal Jit Singh Vs. Punjab & Sind Bank
For the workman.—Shri R. L. Luthra.
For the management.—Shri J. S. Bawa.

AWARD

Central Govt. vide Gazette Notification No. L-12012/312/87-D.II(A) dated 3-2-1988 issued U/s. 16(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Kamal Jit Singh, ex-peon Arandpur Sahib Branch w.e.f. 11-12-86 is justified ? If not, to what relief is the workman entitled ?"

2. Present case is at the stage of cross-examination of the workman. However the representative of the workman R. L. Luthra has made statement that the Union has entered into agreement with the Resptd. Bank. This settlement is Ex. C1. This settlement is also acceptable to me. No dispute award be returned to the Ministry and the settlement Ex. C1 shall form part of the award.

J. S. Bawa appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statement made by both the parties on account of settlement arrived between them and further settlement Ex. C1 dated 6-10-92 a no dispute award is returned to the Ministry. However settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as under taken by the Resptd.

ARVIND KUMAR, Presiding Officer

Chandigarh.

12-1-93.

Memorandum of settlement dated 16-10-92 between the Management of Punjab and Sind Bank and their workmen as represented by the All India Punjab & Sind Bank Staff Organisation (under section 2(P) and section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58, of the Industrial Dispute (Central) Rules, 1957.

Representing the Management :

- (1) S. Sarabjit Singh, DGM (Adv)
- (2) S. S. S. Bedi, DGM (Pers)
- (3) S. M. S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Sh. N. S. Sethi, CM (IR)
- (6) Sh. Ashok K. Aggarwal, Sr. Manager (IR)

Representing the Workmen :

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Parveen Goyal, Asstt. Secretary
- (7) Sh. Shiv Shankar Sikdar, CC Member.

The All India Punjab & Sind Bank Staff Organisation highlighted the plight of temporary peons in the present socio-economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab & Sind Bank Staff Organisation agree that cases of temporary employees against permanent vacancies at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :—

- (A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-80. Their interse seniority would be determined state-wise on the basis of the date in which they first worked as temporary employees as per bank's available records.
- (B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-82 to date on this settlement i.e. 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age & the qualifications of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the bank. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industries Disputes Acts (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of his settlement, the matter will be taken up only at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

For Management of Punjab & Sind Bank :

- (1) S. S. S. Bedi, DGM (Pers)
- (2) Sh. Ashok K. Aggarwal, Sr. Manager (IR).

Witnesses :

- (1) Lajwinder Singh, Manager (IR).
- (2) Mahesh Aggarwal, Clerk/Typist H. O. Security Deptt.

For Workmen, All India Punjab & Sind Bank Staff Organisation :

- (1) S. J. S. Rosha, President
- (2) Sh. Gautam Sen Gupta, General Secretary

नई दिल्ली, 22 मार्च, 1993

का.धा. 765:—ओर्डोगिक विवाद अधिनियम, 1947 (1947 का 14) की आग 17 के अनुसरण में केन्द्रीय सरकार पंजाब एवं तिथि बैंक के प्रबन्धालय के संबद्ध नियोंजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओर्डोगिक विवाद में केन्द्रीय सरकार ओर्डोगिक अधिकरण छंडीगढ़ के पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-1993 को प्राप्त हुआ था।

[मंध्या एल 12012/21/III/87 शो-4 (ए)]
वी.के. बैण्डोपालन, इन्स्प्रिट अधिकारी

New Delhi, the 22nd March, 1993

S.O. 765.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the industrial dispute between the employers in relation to the management of Punjab and Sind Bank and their workmen, which was received by the Central Government on 19-3-93.

[No. I-12012/21/III/87-D.IV (A)]
V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 90/87

Ram Singh

Versus

Punjab and Sind Bank.

For the workman—Shri Hardayal Singh.
For the management—Shri J. S. Bawa.

AWARD

Central Government vide Gazette Notification No. L-12012/21/III/87-D.IV(A) dated 16-10-87 issued U/S 10(1) (d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Ram Singh, Sub-staff and not considering them for further employment under Section 25-H of the I.D. Act, is justified? If not, to what relief is the workman entitled?"

2. Present case is at the stage of evidence of the management. However the petitioner Ram Singh has made statement that the Union has entered into agreement with the Respdt. Bank. This settlement is Ex. C1. This settlement is also acceptable to me. No dispute award be returned to the Ministry and the Settlement Ex. C1 shall form part of the award.

J. S. Bawa appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. C1 dated 16-10-1992 a no dispute award is returned to the Ministry. However settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as under taken by the Respdt. management.

Chandigarh,
2-2-1993.

ARVIND KUMAR, Presiding Officer

Memorandum of settlement dated 16-10-92 between the Management of Punjab and Sind Bank and their workmen as represented by the All India Punjab & Sind Bank Staff Organisation (Under Section 2(P) and Section 18(1) of the Industrial Disputes Act, 1947, read with Rule 58 of the Industrial Disputes (Central) Rules, 1957.

Representing the Management:

- (1) S. Sarbjit Singh, DGM (Adv.)
- (2) S.S.S. Bedi, DGM (Pers.)
- (3) S.M.S. Kapoor, DGM(OD & CCP)
- (4) S. Simran Singh, AGM(IR)
- (5) Sh. N. S. Sebbi, CM (IR)
- (6) Shri Ashok K. Aggarwal, Sr. Manager (IR)

Representing the Workmen :

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Parveen Goyal, Asstt. Secretary
- (7) Sh. Shiv Shankar Sikdar, CC Member.

The All India Punjab & Sind Bank Staff Organisation, highlighted the plight of temporary peons in the present socio economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab & Sind Bank Staff Organisation agree that cases of temporary employees, against permanent vacancies at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :

- (A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served in any other block of 12 consecutive months commencing from 15-4-80. Their interse seniority would be determined state-wise on the basis of the date on which they first worked as temporary employees as per bank's available records.
- (B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-82 to date of this settlement i.e 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age and the qualifications of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the same. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Act (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken up only at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

For Management of
Punjab & Sind Bank,
Sd/-

- (1) S.S.S. Bedi, DGM (Pers.)
Sd/-

- (2) Sh. Ashok K. Aggarwal, Sr. Manager (IR)

For Workmen, All India Punjab
& Sind Bank Staff Organisation
Sd/-

- (1) S.J.S. Rosha, President
Sd/-

- (2) Gautam Sen Gupta,
General Secretary.

WITNESSES :

Sd/-

- (1) Lajwinder Singh, Manager (IR)
Sd/-

- (2) Mahesh Aggarwal, Clerk/Typist
H.O. Security Deptt.

V. K. VENUGOPALAN, Desk Officer

नवृ शिल्पी, 22 मार्च, 1993

का.पा. 766.—औदोगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वंजाव एन्ड सिथ बैंक के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच प्रत्यंषंघ में निर्दिष्ट औदोगिक विवाद में केन्द्रीय सरकार औदोगिक प्रधिकरण, अंडीगढ़ के वंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 19-3-1993 को प्राप्त हुआ था।

[मंथना प्रा. 12012/74/86-डी-4 (ए)]
वी.के. वेनुगोपालन, डेस्क अधिकारी

New Delhi, 22nd March, 1993

S.O. 766.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, CHANDIGARH as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of PUNJAB & SIND BANK and their workmen, which was received by the Central Government on 19-3-1993.

[No. L-12012/74/86-D.IV (A)]
V. K. VENUGOPALAN, Desk Officer.

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. ID 47/87

Manohar Singh Vs. Pb. and Sind Bank
For the workman : Shri Tek Chand Sharma
For the management : Shri J. S. Bawa

AWARD

Central Govt vide gazette notification No. L-12012/74/86-D.IV(A) dated 3-7-87 issued U/s. 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab & Sind Bank, Sunam in terminating the services of Shri Manohar Singh, daily rated workman w.e.f. 4-2-1983 is legal and justified ? If not to what relief the workman concerned is entitled and from what date ?"

2. Present case is at the stage of evidence of the workman. However the petitioner Manohar Singh has made statement that the Union has entered into agreement with the Respondent Bank. This settlement is Ex. C1. This settlement is also settlement Etc. C1, dated 16-10-1992. A no dispute award try and the settlement Ex. C1 shall form part of the award.

J. S. Bawa appearing on behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. C1, dated 16-10-1992. A no dispute award is returned to the Ministry. However settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as under taken by the Respondent management.

Chandigarh.

Dated : 11-2-1993.

ARVIND KUMAR, Presiding Officer

**MEMORANDUM OF SETTLEMENT DATED 16-10-92
BETWEEN THE MANAGEMENT OF PUNJAB AND
SIND BANK AND THEIR WORKMEN AS REPRESENTED
BY THE ALL INDIA PUNJAB & SIND BANK STAFF
ORGANISATION [UNDER SECTION 2(P) AND SEC-
TION 18(1) OF THE INDUSTRIAL DISPUTES ACT,
1947, READ WITH RULES 58 OF THE INDUSTRIAL DIS-
PUTES (CENTRAL) RULES, 1957.]**

Representing the Management.

- (1) S. Sarabjit Singh, DGM (Adv)
- (2) S. S. S. Bedi, DGM (Pers)
- (3) S. M. S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Sh. N. S. Sethi, CM (IR)
- (6) Sh. Ashok K. Aggarwal, Sr. Manager (IR)

Representing the Workmen

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Parveen Goyal, Asstt. Secretary
- (7) Sh. Shiv Shankar Sikdar, CC Member

The All India Punjab & Sind Bank Staff Organisation highlighted the plight of temporary peons in the present socio economic crises. After lot of deliberations and considering the constraints at the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab & Sind Bank Staff Organisation agree that cases of temporary employees against permanent vacancies at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :

- (A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-80. Their interse seniority would be determined statewise on the basis of the date in which they first worked as temporary employees as per bank's available records.
- (B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-82 to date in this settlement i.e. 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity

would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age & the qualification of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the bank. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre. This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Acts (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of provision of this settlement, the matter will be taken up only at Head Office level of Punjab Sind Bank and All India Punjab & Sind Bank Staff Organisation.

For Management of Punjab.

& Sind Bank.

- (1) S. S. S. Bedi, DGM (Pers)
- (2) Sh. Ashok K. Aggarwal, Sr. Manager (IR)

For Workmen, All India Punjab & Sind Bank Staff Organisation

- (1) S. J. S. Rosha, President

(2) Sh. Gautam Sen Gupta, General Secretary.

WITNESSES :

(1) Jajwinder Singh, Manager (IR)

(2) Mahesh Aggarwal, Clerk/Typist H.O. Security Deptt.

नई दिल्ली, 22 मार्च, 1993

का.या. 767 ---औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की वारा 17 के अनुसार में केन्द्रीय सरकार, पंजाब एवं सिंध बैंक के प्रबन्धनन्तर के सबूत नियोजकों द्वारा उनके उपकारी के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, संघीय दल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 19-3-1993 को प्राप्त हुआ था।

[संख्या एम-12012/278/90-प्राइवेट शी-2]

वी.के. वेणुगोपालन, ईम्प्री अधिकारी

New Delhi, the 22nd March, 1993

S.O. 767.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 19-3-93.

[No. L-12012/278/90-IR(B-II)]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH

CASE NO. I. D. 35/91

Amrit Lal Vs. Punjab & Sind Bank

For the workman : Shri P. S. Premi.

For the management : Shri Kanwaljit Singh.

AWARD

Central Govt. vide gazette notification No. L-12012/278/90-I.R.(B.II) dated 18-3-91 issued U/S 10(1)(d) of the I.D. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Asstt. General Manager, Punjab & Sind Bank Zonal Office Amritsar (Pb.) in terminating the services of Sri Amrit Lal Peon w.e.f. 28-6-1989 is justified? If not to what relief is the workman entitled to ?

2. Present case is at the stage of evidence of the workman. However the petitioner Amrit Lal has made statement that the Union has entered into agreement with the Respdt. Bank. This settlement is Ex. C1. This settlement is also acceptable to him. No dispute award be returned to the Ministry and the Settlement Ex. C1 shall form part of the award. He shall be at liberty to re-open the case if no appointment is given within six months.

Kanwaljit Singh appearing behalf of the management stated that settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. C1 dated 16-10-1992. A no dispute award is returned to the Ministry. However settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as undertaken by the Respdt. management.

Chandigarh

2-2-1993

ARVIND KUMAR, Presiding Officer

MEMORANDUM OF SETTLEMENT DATED 16-10-92 BETWEEN THE MANAGEMENT OF PUNJAB AND SIND BANK AND THEIR WORKMEN AS REPRESENTED BY THE ALL INDIA PUNJAB & SIND BANK STAFF ORGANISATION (UNDER SECTION 2(P) AND SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947, READ WITH RULE 58 OF THE INDUSTRIAL DISPUTES (CENTRAL) RULES, 1957

Representing the Management :

- (1) S. Sarabjit Singh, DGM (Adv.)
- (2) S. S. S. Bedi, DGM (Pers)
- (3) S. M. S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Sh. N. S. Sethi, CM (IR)
- (6) Sh. Ashok K. Aggarwal, Sr. Manager (IR)

Representing the Workmen :

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Parveen Goyal, Asstt. Secretary
- (7) Sh. Shiv Shankar Sikdar, CC Member.

The All India Punjab & Sind Bank Staff Organisation highlighted the plight of temporary peons in the present socio economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab & Sind Bank Organisation agree that cases of temporary employees against permanent vacancies at the state level to be noticed by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :

- (A) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-80. Their interse seniority would be determine statewise on the basis of the date in which they first worker as temporary employees as per bank's available records.
- (B) Thereafter, the other employees not falling in the above category but have atleast worked for 90 days from 1-1-82 to date in the settlement i.e. 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be give the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age & the qualification of the said temoprary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time as regards SC/ST/Physically Handicapped employees would be followed by the bank. On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Acts (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of any provision of this settlement, the matter will be taken up only at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

For management of Punjab & Sind Bank :

- (1) S. S. S. Bedi, DGM (Pers)
- (2) Sh. Ashok K. Aggarwal, Sr. Manager (IR)
For Workmen, All India Punjab & Sind
Bank Staff Organisation :
- (1) S. J. S. Rosha, President.
- (2) Sh. Gautam Sen Gupta, General Secretary.

Witnesses :

- (1) Lajwinder Singh, Manager (ER)
- (2) Mahesh Aggarwal, Clerk/Typist
H.O. Security Deptt.

नई दिल्ली, 22 मार्च, 1993

का.प्रा. 764:- औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 17 से अनुग्रहण में, केन्द्रीय मंत्रालय, पंचाब एवं उत्तर प्रदेश के प्रबन्ध नियोजकों और उनके अधिकारों के बीच अनुबंध, में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय मंत्रालय औद्योगिक अधिकारण, चंडीगढ़ के नियन्त्रण को प्रकाशित करनी है, जो केन्द्रीय मंत्रालय की 10-3-1993 की प्राप्ति कुशा था।

[भाग II—कांड 12012/458/90—प्राप्ति की-2]
ओ.के. वेणुगोपलन, चंडीगढ़ अधिकारी

New Delhi, the 22nd March, 1993

S.O. 768.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, CHANDIGARH as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of PUNJAB & SIND BANK and their workmen, which was received by the Central Government on 19-3-93.

[No. L-12012/458/90-IR (B-II)]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Case No. I. D. 86/91

Manjit Singh Vs. Punjab & Sind Bank
For the Workman : Sh. H. S. Ghuman.
For the management : Sh. Kanwaljit Singh.

AWARD

Central Govt. vide gazette notification No. L-12012/458/90-I.R.B. dated 24-6-91 issued U/S 10(1)(d) of the I. D. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Regional Manager, Punjab and Sind Bank, Regional Office, Gubax Colony, Patiala in terminating the services of Sh. Manjit Singh, Peon w.e.f. 3-10-89 is justified? If not, to what relief the workman entitled?

2. Present case was at the stage of reply by the management. However the parties have entered into settlement. Mr. H. S. Ghdman convenier, Punjab and Sind Bank, Staff Organisation Regd. has made statement that he is authorised representative of the workman. He has placed Settlement Ex. Cl dated 16-10-1992 on the record. He has also stated that no dispute award be sent to the Ministry in view of the settlement and the settlement shall also form part of the said award. Kanwaljit Singh appearing on behalf of the management stated that settlement Ex. Cl is correct and the same shall be implemented in its letter and spirit .

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. Cl dated 16-10-1992, a no dispute award is returned to the Ministry. However Settlement Ex. Cl shall also form part of the award and be implemented in its letter and spirit as undertaken by the respdt. management.

Chandigarh.

12-1-93

ARVIND KUMAR, Presiding Officer
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- (4) S. Simran Singh, AGM(IR)
- (5) Sh. N. S. Sethi, CM(IR)
- (6) Sh. Ashok K. Aggarwal, Sr. Manager(IR)

Representing the Workmen:

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Parveen Goyal, Asstt. Secretary
- (7) Sh. Shiy Shaikh Sikdar, CC Member

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FOR MANAGEMENT OF PUNJAB & SIND BANK

- (1) S. S. S. Bedi, DGM(Pers)
- (2) Sh. Ashok K. Aggarwal, Sr. Manager(IR).

FOR WORKMEN, ALL INDIA PUNJAB & SIND BANK STAFF ORGANISATION

- (1) S. J. Rosha, President
- (2) Sh. Gautam Sen Gupta, General Secretary

WITNESSES :

- (1) Lajwinder Singh-Manager(IR)
- (2) Mahesh Aggarwal, Clerk Typist H.O. Security Deptt.

V. K. VENUGOPALAN, Desk Officer.